



This is a digital copy of a book that was preserved for generations on library shelves before it was carefully scanned by Google as part of a project to make the world's books discoverable online.

It has survived long enough for the copyright to expire and the book to enter the public domain. A public domain book is one that was never subject to copyright or whose legal copyright term has expired. Whether a book is in the public domain may vary country to country. Public domain books are our gateways to the past, representing a wealth of history, culture and knowledge that's often difficult to discover.

Marks, notations and other marginalia present in the original volume will appear in this file - a reminder of this book's long journey from the publisher to a library and finally to you.

Usage guidelines

Google is proud to partner with libraries to digitize public domain materials and make them widely accessible. Public domain books belong to the public and we are merely their custodians. Nevertheless, this work is expensive, so in order to keep providing this resource, we have taken steps to prevent abuse by commercial parties, including placing technical restrictions on automated querying.

We also ask that you:

- + *Make non-commercial use of the files* We designed Google Book Search for use by individuals, and we request that you use these files for personal, non-commercial purposes.
- + *Refrain from automated querying* Do not send automated queries of any sort to Google's system: If you are conducting research on machine translation, optical character recognition or other areas where access to a large amount of text is helpful, please contact us. We encourage the use of public domain materials for these purposes and may be able to help.
- + *Maintain attribution* The Google "watermark" you see on each file is essential for informing people about this project and helping them find additional materials through Google Book Search. Please do not remove it.
- + *Keep it legal* Whatever your use, remember that you are responsible for ensuring that what you are doing is legal. Do not assume that just because we believe a book is in the public domain for users in the United States, that the work is also in the public domain for users in other countries. Whether a book is still in copyright varies from country to country, and we can't offer guidance on whether any specific use of any specific book is allowed. Please do not assume that a book's appearance in Google Book Search means it can be used in any manner anywhere in the world. Copyright infringement liability can be quite severe.

About Google Book Search

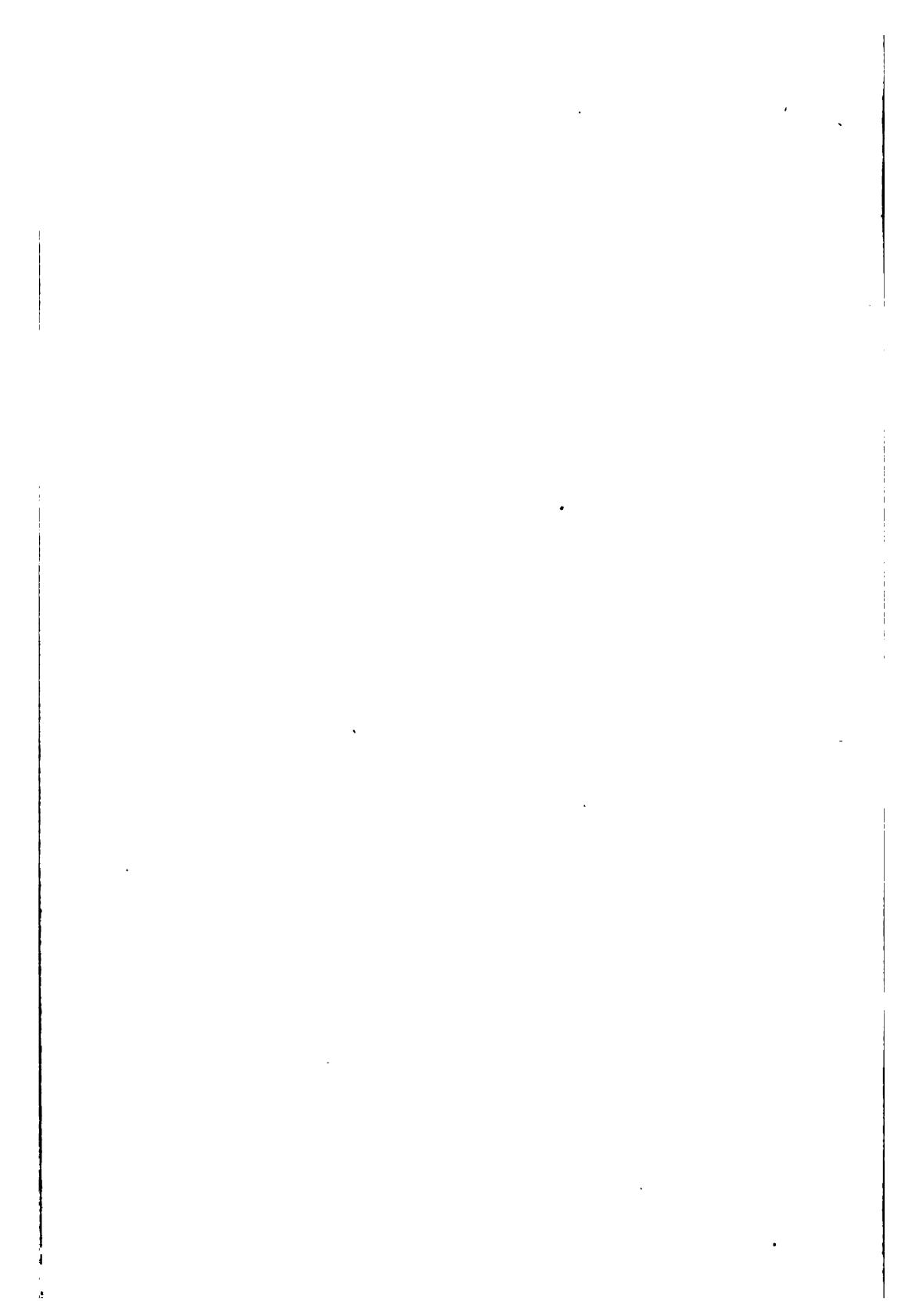
Google's mission is to organize the world's information and to make it universally accessible and useful. Google Book Search helps readers discover the world's books while helping authors and publishers reach new audiences. You can search through the full text of this book on the web at <http://books.google.com/>

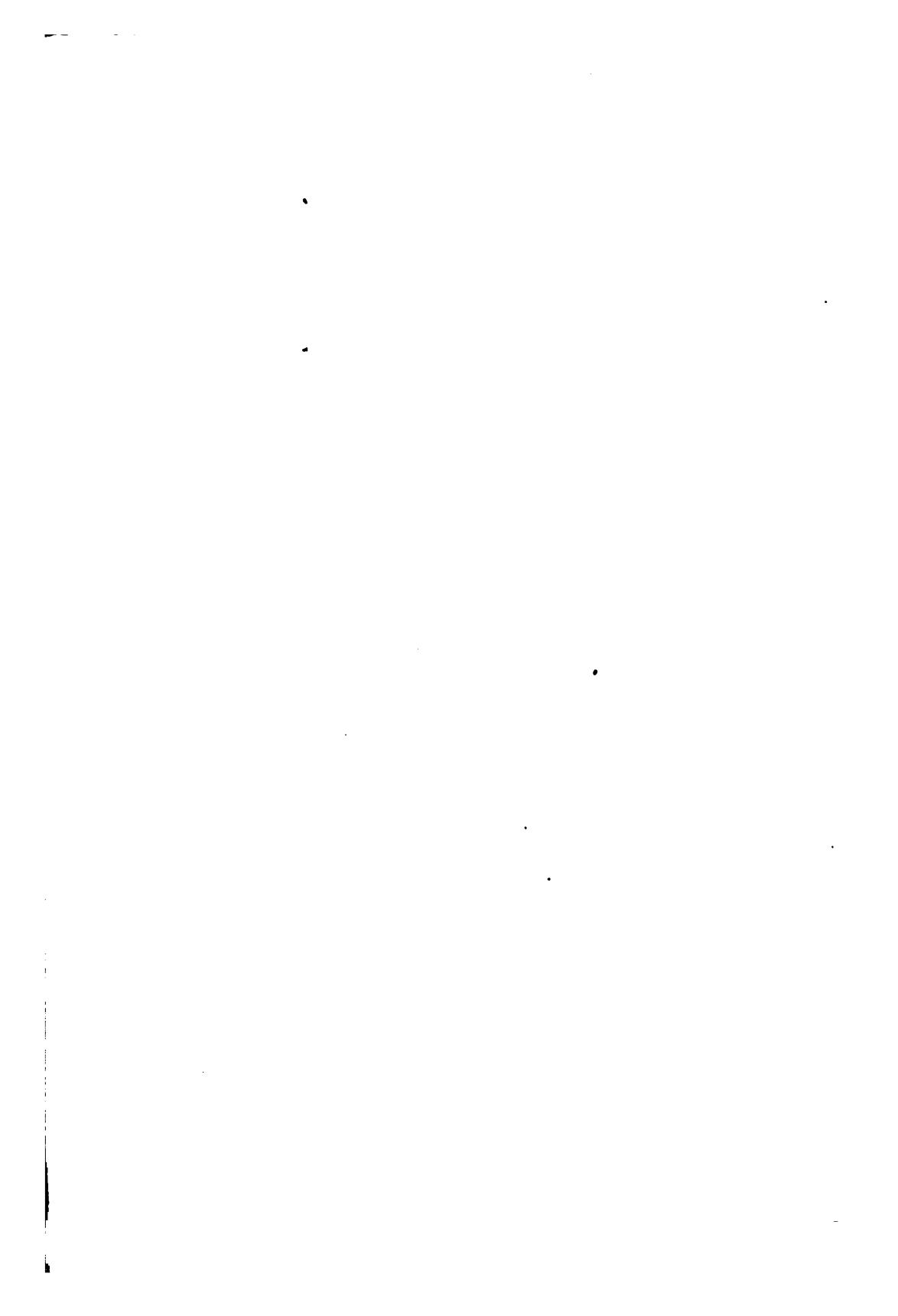
385.374

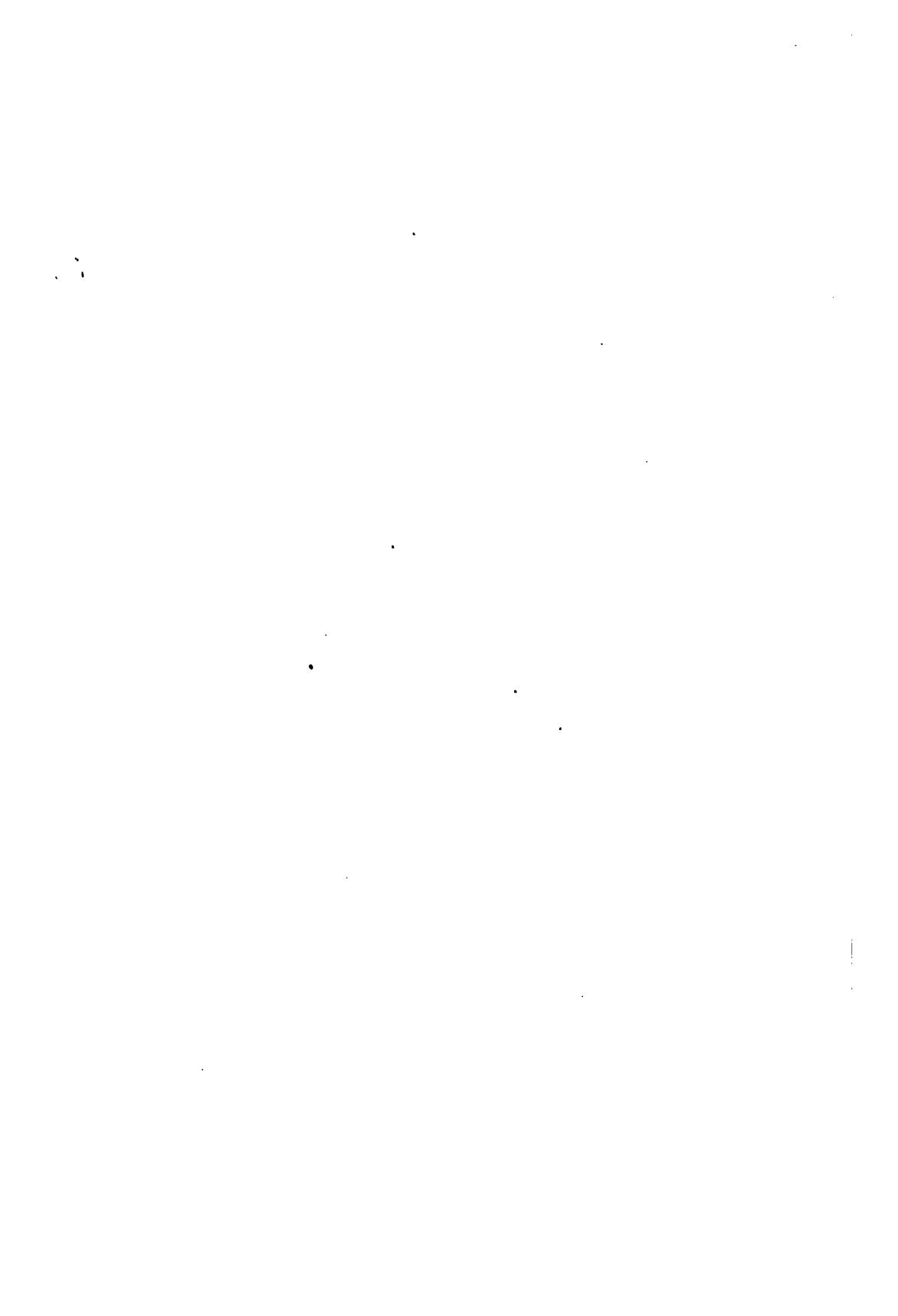
I3

The Hopkins Library
presented to the
Leland Stanford Junior University
by Timothy Hopkins.









FIFTH ANNUAL REPORT

OF THE

BOARD

OF

RAILROAD COMMISSIONERS,

FOR THE

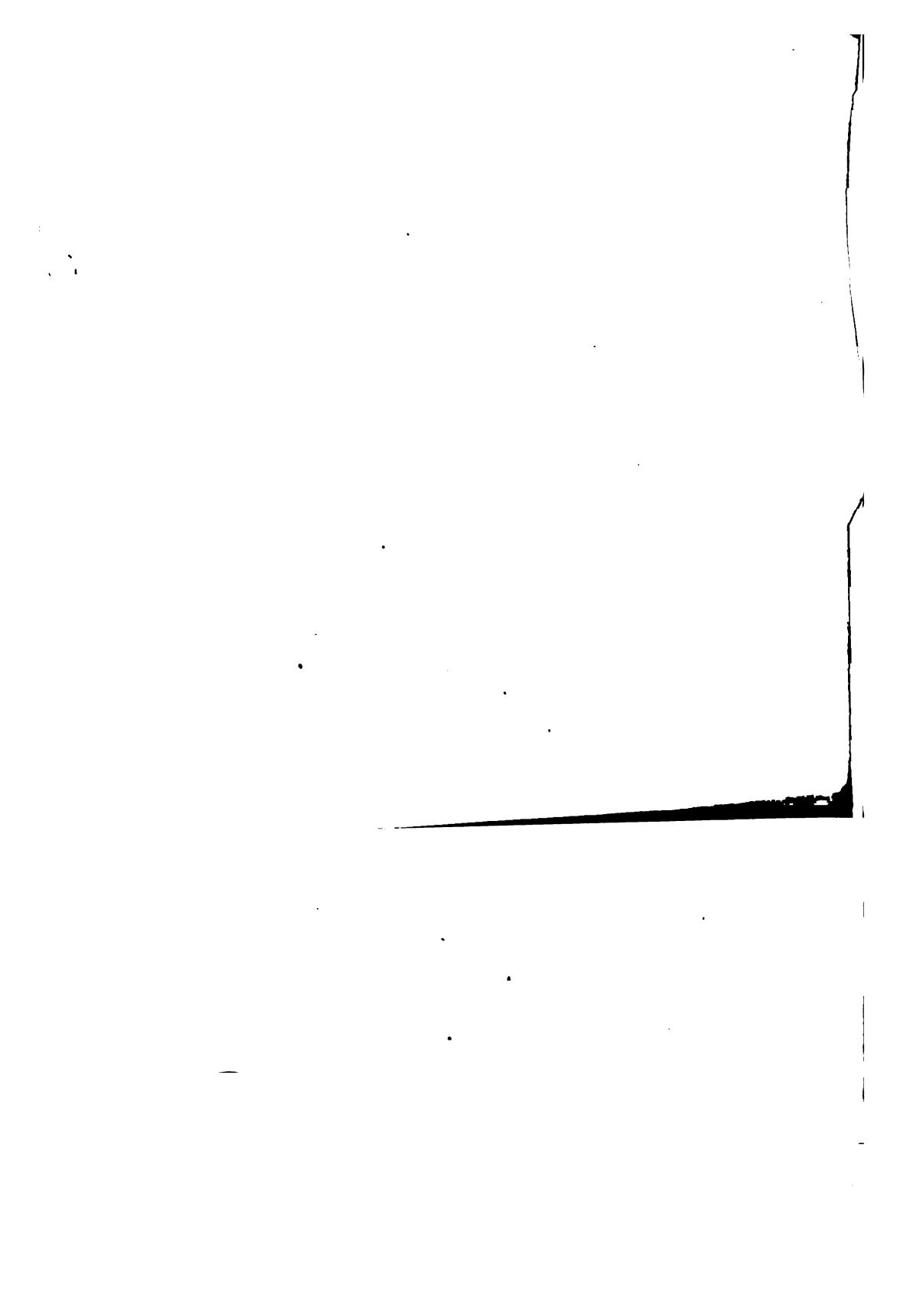
YEAR ENDING JUNE 30, 1882.

STATE OF IOWA.

WITH COMPLIMENTS OF THE

Railroad Commissioners.

1882.



FIFTH ANNUAL REPORT

OF THE

BOARD

OF

RAILROAD COMMISSIONERS,

FOR THE

YEAR ENDING JUNE 30, 1882.

STATE OF IOWA.

PRINTED BY ORDER OF THE GENERAL ASSEMBLY.

DES MOINES:
F. M. MILLS, STATE PRINTER.
1882.

LIBRARY
OF THE
LELAND STANFORD JUNIOR
UNIVERSITY.

A.293

ANNUAL REPORT.

STATE OF IOWA,
OFFICE OF THE BOARD OF RAILROAD COMMISSIONERS, }
DES MOINES, November 30, 1882.

To HONORABLE BUREN R. SHERMAN, *Governor of the State of Iowa:*

In obedience to the provisions of chapter 77, acts of the Seventeenth General Assembly, we have the honor to submit herewith the fifth annual report of the Board of Railroad Commissioners, showing the traffic, operating expenses, condition of the railroad companies doing business in Iowa for the year ending June 30, 1882, together with the returns of the several companies to this office, and tabulated statements therefrom. A change in the membership of the Board has taken place since the date of our last report, M. C. Woodruff, of Dubuque county, retiring April 1, 1882, by reason of the expiration of his term of service. James Wilson, of Tama county, was on the same day appointed by the Governor to the vacancy thus created. The Board state with satisfaction that nine hundred and eleven miles have been added to the working mileage of the roads, and that probably, before the close of the year, several hundred miles in addition will have been completed. Always abreast of the times, the prosperity of the past year is nowhere more manifest in practical results than in the field of railway enterprise. No year in the history of the State has added so great a mileage. Every county in the State is traversed by an operated line of railway, and a large per cent of the counties have competitive or rival lines. We congratulate the people of the State upon the growth and increasing efficiency of its railway system, as it is not only bringing the means of speedy, safe, and cheap transportation within the reach of all, but it hastens the day for the development and perfection of a legislative system of railway control that will at once restore confidence between producer and carrier, and carry the service to the highest possible point of efficiency.

FIFTH ANNUAL REPORT OF THE

A careful examination of the

TABLES AND RAILROAD REPORTS

submitted herewith will, we think, disclose facts worthy the attention and study of all who are interested in the transportation problem of the day, and abundantly support the comments and observations thereon submitted as a part of this report.

MORE COMPLAINTS

have been presented, examined, and decided this year than in any previous year during the existence of the Board. Complaints investigated this year reached the number of sixty-five, and while these cases have grown in importance as well as in numbers, involving, as many of them do, questions of much interest to the companies, it is gratifying to be able to state that the decisions of the Board have been as promptly obeyed and complied with as the mandates of a court of law, thus demonstrating what we have had occasion to remark before, that an appeal to publicity is quite as effective with these corporations as an appeal to the courts. While this condition of things, in this regard, continues, it may not be necessary, perhaps, to discuss the question of providing further legal power of enforcement. Power is frequently quite as effective in reserve as in action. Should these corporations at any future time seem disposed to misinterpret this grace on the part of the State, it will be an easy matter to promptly exercise the power to enforce obedience.

CAPITAL STOCK.

The total number of miles of railroad in Iowa reported by the various companies to the Board is six thousand three hundred and thirty-seven and forty-three one hundredths miles. The report of the capital stock and debt is based on the entire lines of the roads which run into other States—the entire mileage of these roads is eighteen thousand five hundred and forty-eight and sixty-nine one hundredths miles. The Commissioners' estimate of the stock of these roads representing the parts of them in Iowa, added to the stock of the roads entirely in Iowa, amounts to \$121,160,084.81, or \$19,117.54 per mile. The total number of stockholders living in the State is returned at seven hundred and thirty-four; the total amount of stock reported as owned by persons living in the State, is \$2,096,341.41.

DEBT.

The total debt of the roads in Iowa as reported and estimated by the Commissioners is \$118,057,183.16, or \$18,628.40 per mile. Of this amount \$112,637,966.05 is funded debt—\$5,419,217.11 is unfunded or floating debt.

STOCK AND DEBT.

The stock and debt of the roads in Iowa amount to \$239,217,267.97 or \$37,745.94 per mile.

The following table shows the amount of stock and the amount of debt per mile of each company, as returned by them to this office:

NAMES OF ROADS.	Stock per mile.	Debt per mile.	Stock and debt per mile.
Burlington, Cedar Rapids & Northern.....	\$ 8,696.20	\$ 15,628.55	\$ 24,856.74
Chicago, Burlington & Kansas City		32,304.97	32,304.97
Central Iowa.....	20,236.44	19,954.79	40,191.23
Chicago, Burlington & Quincy.....	17,956.00	16,990.00	34,946.00
Kansas City, St. Jo. & Council Bluffs.....	18,354.10	18,486.95	36,841.05
Chicago, Milwaukee & St. Paul.....	8,357.00	20,061.00	28,418.00
Chicago & Northwestern.....	21,325.48	24,396.94	45,722.42
Chicago, Iowa & Nebraska.....	47,851.90	4,621.51	52,473.41
Cedar Rapids & Missouri River.....	27,809.20	18,556.20	41,365.40
Des Moines & Minneapolis.....	15,805.72	10,600.02	26,406.74
Maple River.....	8,122.34	8,281.72	16,404.06
Chicago, Rock Island & Pacific	87,182.10	15,507.31	52,689.41
Keokuk & Des Moines.....	25,431.50	16,954.50	42,386.00
Chicago, St. Paul, Minneapolis & Omaha.....	29,275.49	19,508.24	48,783.73
Crooked Creek	8,411.76	2,835.08	11,246.84
Des Moines & Ft. Dodge	45,444.74	29,489.72	74,984.46
Dubuque & Dakota.....	8,996.84	9,968.51	18,965.35
Cedar Falls & Minnesota.....	20,991.00	20,997.62	41,988.62
Dubuque & Sioux City.....	35,039.90	6,110.72	41,150.62
Iowa Falls & Sioux City.....	25,170.12	16,882.57	42,002.69
Minneapolis & St. Louis.....	27,396.00	21,514.99	48,878.81
Sioux City & Pacific	19,255.26	52,588.11	71,788.37
St. Louis, Keokuk & Northwestern.....	18,688.52	18,570.46	37,258.98
Wabash, St. Louis & Pacific	20,054.47	30,180.20	50,184.67
NARROW GAUGE ROADS.			
Burlington & Northwestern.....	4,364.08	5,908.26	9,643.87
Des Moines, Osceola & Southern.....	5,000.00	7,000.00	12,000.00
Ft. Madison & Northwestern	7,683.00	5,570.00	13,253.00
Cedar Rapids & Marion	12,000.00		12,000.00

FIFTH ANNUAL REPORT OF THE

INCREASE OF CAPITAL STOCK.

The following table shows the added mileage and the increase of capital stock during the year for all roads reported:

NAMES OF ROADS.	Miles.	Amount of increase.
Burlington, Cedar Rapids & Northern	79.78	\$
Central Iowa	96.96	1,495,200.00
Chicago, Burlington & Quincy (entire line)	351.99	7,764,000.00
Chicago, Milwaukee & St. Paul (entire line)	462.75	7,155,000.00
Chicago & Northwestern (entire line)	503.12	1,643,500.00
Chicago, St. Paul, Minn. & Omaha (entire line)	396.54	16,773,188.66
Dubuque & Dakota—Iowa line		2,600.00
Wabash, St. Louis & Pacific (entire line)	995.52	6,307,900.00
Des Moines, Osceola & Southern (Iowa)	40	201,500.00
Fort Madison & Northwestern	25	161,500.00
Cedar Rapids & Marion		42,000.00
Total	2,955.66	\$ 41,346,366.66

The increased mileage reported is 2,955.66; the increase of stock is \$41,346,366.66, or \$13,982.11 per mile.

INCREASE OR DECREASE OF DEBT.

The following table shows the increase or decrease of debt during the year for all roads reported:

NAMES OF ROADS.	Miles.	Increase.	Decrease.
Burlington, Cedar Rapids & Northern	79.78	\$ 850,229.89	\$
Chicago, Burlington & Kansas City		293,805.77	.....
Central Iowa	96.96	2,039,000.00	.....
Chicago, Burlington & Quincy	351.99	9,008,525.00	.....
Kansas City, St. Jo. & Council Bluffs	1.43		2,530,300.00
Chicago, Milwaukee & St. Paul	462.75	10,621,846.60	.....
Chicago & Northwestern	503.12	6,491,570.45	.....
Chicago, St. Paul, Minn. & Omaha	396.54	18,136,875.00	.....
Des Moines & Fort Dodge		88,800.00	.....
Dubuque & Dakota		64,000.00	.....
Sioux City & Pacific		585,722.90	.....
Wabash, St. Louis & Pacific	995.52	25,674,470.35	.....
NARROW GAUGE ROADS.			
Burlington & Northwestern		6,700.00	.....
Des Moines, Osceola & Southern	40	280,000.00	.....
Fort Madison & Northwestern	25	228,363.55	.....
Total	2,955.66	\$ 69,309,409.51	\$ 2,530,300.00

The increased mileage reported for the year is 2,955.66; the increased indebtedness is \$69,369,409.51, from which deduct the decreased indebtedness, and we have a total increase of \$66,839,109.51. This increase, however, is not all new mileage, as the Chicago, St. Paul, Minneapolis & Omaha and the Wabash represent to a great degree consolidations with other lines; the Burlington, Cedar Rapids & Northern, Central Iowa, Chicago, Burlington & Quincy, and Northwestern represent new roads built.

**COMPARATIVE TABLE OF STOCK AND DEBT FOR THE YEARS 1878, 1879,
1880, 1881, AND 1882.**

	1878.	1879.	1880.	1881.	1882.
Stock.....	\$ 153,601,784.47	\$ 165,614,375.77	\$ 204,482,954.21	\$ 225,713,978.86	\$ 245,914,605.27
Debt.....	160,960,759.52	162,979,886.42	208,551,426.04	207,588,618.03	206,228,324.01
Total.....	\$ 343,849,402.06	\$ 346,594,212.19	\$ 493,034,380.25	\$ 596,299,496.89	\$ 732,146,933.28

The \$343,849,402.06 represented in 1878, 8,367 miles of road; the \$732,146,933.28 represent in 1882, 18,548.69 miles. The increase of mileage in Iowa is from 4,157 in 1878 to 6,337 miles in 1882, or 2.098 miles in the four years. The capital and debt for Iowa reported for 1878 amounted to \$153,601,784.47; for 1882, \$239,217,267.97; an increase of 2.098 miles, and an increase of stock and debt of \$85,615,-483.50, or \$10,808.14 per mile.

COST OF ROADS.

It is difficult to arrive at the cost of the Iowa roads, as many of them came into the hands of the present holders by purchase at foreclosure, consolidation, or through the medium of construction companies—the amount reported is \$215,979,324.81, or \$23,237,943.16 less than the reported stock and bonds. It is hardly probable that the Commissioners will ever be able to arrive at more than an approximation of the cost of the roads.

FIFTH ANNUAL REPORT OF THE

COST OF ROADS IN IOWA.

NAMES OF ROADS.	Cost of road and equip- ment.
Burlington, Cedar Rapids & Northern	\$ 18,506,355.92
Chicago, Burlington & Kansas City	2,479,499.10
Central Iowa.....	11,539,668.77
Chicago, Burlington & Quincy.....	19,831,544.25
Kansas City, St. Jo. & Council Bluffs.....	2,223,256.67
Chicago, Milwaukee & St. Paul.....	38,296,570.84
Chicago & Northwestern.....	19,956,415.24
Chicago, Iowa & Nebraska.....	4,662,572.29
Cedar Rapids & Missouri River.....	11,459,491.59
Des Moines & Minneapolis.....	1,418,850.25
Maple River.....	1,165,852.17
Chicago, Rock Island & Pacific.....	39,030,653.98
Chicago, St. Paul, Minneapolis & Omaha.....	3,879,142.21
Crooked Creek.....	71,500.00
Des Moines & Fort Dodge.....	6,092,280.00
Dubuque & Dakota.....	1,237,767.35
Cedar Falls & Minnesota.....	3,173,500.00
Dubuque & Sioux City.....	5,880,800.00
Iowa Falls & Sioux City.....	7,585,000.00
Minneapolis & St. Louis.....	6,535,567.22
Sioux City & Pacific.....	4,068,497.38
St. Louis, Keokuk & Northwestern.....	1,853,594.50
Wabash, St. Louis & Pacific.....	9,843,267.36
 NARROW GAUGE ROADS.	
Burlington & Northwestern.....	392,508.61
Des Moines, Osceola & Southern.....	280,000.00
Fort Madison & Northwestern.....	480,000.00
Cedar Rapids & Marion.....	40,769.11
Total.....	\$ 215,979,324.81

GROSS EARNINGS.

The entire earnings for the roads in Iowa are:

Passenger, mail and express.....	\$ 8,646,470.88
Freight and miscellaneous.....	28,877,495.20
Total earnings for the year ending June 30, 1882.....	\$ 32,023,966.08
Total earnings for the year ending June 30, 1881.....	28,452,181.91
Increase of earnings over previous year.....	\$ 3,751,774.12

NAMES OF ROADS.	Increase.	Decrease.
Burlington, Cedar Rapids & Northern.....	\$ 480,069.94	
Chicago, Burlington & Kansas City.....		9,447.56
Central Iowa.....	232,698.40	
Chicago, Burlington & Quincy.....	71,476.81	
Kansas City, St. Jo. & Council Bluffs.....	54,951.68	
Chicago, Milwaukee & St. Paul.....	1,096,421.58	
Chicago & Northwestern.....	1,088,260.26	
Chicago, Rock Island & Pacific.....		90,774.87
Chicago, St. Paul, Minneapolis & Omaha.....	120,880.07	
Crooked Creek.....	1,156.56	
Des Moines & Fort Dodge.....	72,532.95	
Dubuque & Dakota.....	24,172.19	
Illinois Central.....	219,527.40	
Minneapolis & St. Louis.....	347,404.25	
Sioux City & Pacific.....	48,769.45	
St. Louis, Keokuk & Northwestern.....	98,593.72	
Wabash, St. Louis & Pacific.....		185,224.84
 NARROW GAUGE ROADS.		
Burlington & Northwestern.....		9,538.48
Des Moines, Oceola & Southern.....		
Fort Madison & Northwestern.....	8,816.95	
Cedar Rapids & Marion.....	8,717.68	

MAILS.

The returns enable us to estimate very nearly the amount received for the transportation of mails in the State. By pro rating for those roads that make returns for several States we have the amount earned by this service as \$527,899.79; this amount would be reduced by whatever is paid for collecting and delivering the mails.

FIFTH ANNUAL REPORT OF THE

EARNINGS PER TRAIN MILE AND PER MILE OF ROAD.

NAMES OF ROADS.	Passenger.	Freight.	Total.	Per mile of road.
Burlington, Cedar Rapids & Northern.....	.9751	1.8545	1.2429	\$ 4,284.23
Chicago, Burlington & Kansas City	1.6600	1.5390	1,368.22	
Central Iowa.....	1.2560	1.6600	1.5390	3,834.97
Chicago, Burlington & Quincy.....	1.4883	1.5389	1.4800	7,721.82
Kansas City, St. Joseph & Council Bluffs.....	1.1000	2.1800	1.6900	5,533.24
Chicago, Milwaukee & St. Paul.....	1.4400	1.7100	1.6100	4,669.04
Chicago & Northwestern.....	1.5918	2.1105	1.9456	7,559.58
Chicago, Rock Island & Pacific.....	1.6200	1.7200	1.6900	9,096.28
Chicago, St. Paul, Minneapolis & Omaha.....	1.5497	1.5950	1.5415	4,545.14
Crooked Creek		1.0540	1.0540	1,273.67
Des Moines & Fort Dodge	1.4100	2.5500	2.0860	4,743.45
Dubuque & Dakota		1.5700	1.5700	1,904.57
Illinois Central.....	1.7400	1.4700	1.5410	4,870.74
Minneapolis & St. Louis.....	1.1136	1.3103	1.2660	4,148.01
Sioux City & Pacific.....	1.1975	1.9395	1.6023	2,972.28
St. Louis, Keokuk & Northwestern.....				1,924.68
Wabash, St. Louis & Pacific .....	.9440	1.8540	1.2180	4,606.71
 NARROW GAUGE ROADS.				
Burlington & Northwestern.....		.7604	.7604	1,159.09
Des Moines, Osceola & Southern.....				
Fort Madison & Northwestern .....	.8100	1.7100	2.0200	1,260.96
Cedar Rapids & Marion				2,759.31

OPERATING EXPENSES.

The total operating expenses returned for the Iowa roads for the year 1882 were	\$ 20,512,398.05
Total operating expenses for 1881 were.....	16,788,404.89
Excess of operating expenses over previous year	\$ 3,723,988.66
Excess of earnings over previous year.....	3,571,774.12
Making the net earnings less than previous year	\$ 152,214.54

The mileage was increased 911 miles, but the net earnings show but a slight increase for so large an increased mileage. The mileage being much greater than any year since the establishment of this Board. The operating expenses per mile of road were \$3,552.64.

COMPARISON OF OPERATING EXPENSES AND EARNINGS.

The earnings of the roads for the 11,739.59 miles reported in 1880 were \$64,433.179.53, or \$5,491.23 per mile; the operating expenses for the same year were \$35,624,124.79, or \$3,036.51 per mile. The earn-

ings for the 14,109.37 miles reported in 1881 were \$76,530,450.99, or \$5,083.73 per mile; the operating expenses were \$46,043,845.22, or \$3,346.87 per mile. The earnings for the 16,544.46 miles reported in 1882 were \$92,759,206.22, or \$5,606.66 per mile; the operating expenses were \$58,776,474.53, or \$3,552.64 per mile.

**COMPARATIVE TABLE OF EARNINGS PER TRAIN MILE FOR THE YEARS
1882, 1881, AND 1880.**

NAMES OF ROADS.	1882.	1881.	1880.
Burlington, Cedar Rapids & Northern	1.2429	1.3340	1.6400
Chicago, Burlington & Kansas City.....		1.2250	
Central Iowa.....	1.5390	1.6111	1.6180
Chicago, Burlington & Quincy.....	1.4800	1.5300	1.4980
Kansas City, St. Joseph & Council Bluffs	1.6600	1.4660	1.9000
Chicago, Milwaukee & St. Paul.....	1.6100	1.6100	1.6300
Chicago & Northwestern.....	1.9456	1.8522	1.6500
Chicago, Rock Island & Pacific	1.6900	1.6340	1.5400
Chicago, St. Paul, Minneapolis & Omaha	1.5815	1.4900	1.2700
Crooked Creek	1.0540		
Des Moines & Fort Dodge	2.0860	2.0800	1.9880
Dubuque & Dakota.....	1.5700		
Illinois Central.....	1.6400	1.4230	1.4500
Minneapolis & St. Louis.....	1.2680		1.6010
Sioux City & Pacific.....	1.6028	1.7662	1.6000
Wabash, St. Louis & Pacific	1.2180	....	.9700
NARROW GAUGE ROADS.			
Burlington & Northwestern.....	.7604	.8340	1.4300
Fort Madison & Northwestern	2.0200	....

Generally the earnings per train mile are less than in former years.

FIFTH ANNUAL REPORT OF THE

COMPARATIVE TABLE OF OPERATING EXPENSES PER TRAIN MILE FOR THE
YEARS 1882, 1881, AND 1880.

NAMES OF ROADS.	1882.	1881.	1880.
Burlington, Cedar Rapids & Northern.....	.8480	.8880	1.0450
Chicago, Burlington & Kansas City.....	.....	1.2590	.....
Central Iowa.....	1.012	1.374	.990
Chicago, Burlington & Quincy.....	.990	.917	.895
Kansas City, St. Joseph & Council Bluffs.....	1.190	.940	1.280
Chicago, Milwaukee & St. Paul.....	.910	1.080	.920
Chicago & Northwestern.....	1.0621	.987	.760
Chicago, Rock Island & Pacific.....	1.020	.880	.850
Chicago, St. Paul, Minneapolis & Omaha.....	.9858	1.118	.984
Crooked Creek.....	1.0248	.....	.....
Des Moines & Fort Dodge.....	1.2800	1.500	1.220
Dubuque & Dakofa.....	.8959	.....	.....
Illinois Central.....	.8200	1.300	.760
Minneapolis & St. Paul.....	.7446	.....	.960
Sioux City & Pacific.....	1.5439	1.390	1.060
Wabash, St. Louis & Pacific.....	1.0250	.000	.620
 NARROW GAUGE ROADS.			
Burlington & Northwestern.....	.5212	.683	.700
Fort Madison & Northwestern.....	.8900	.....	.....

The operating expenses generally have increased during the last two years; the present year is considerably higher than the previous year. This can be accounted for by the floods of the two years, which made the cost of repairs very much larger than before, and the general advance in the price of labor and material. For the year ending June 30, 1881, the total earnings were \$28,452,181.91, and the total expenses \$16,788,404.39. The net earnings for the year were \$11,663,777.52, for the 5,426 miles in the State, or \$2,149.61 per mile of road.

For the year ending June 30, 1882, the gross earnings were....\$32,028,966.03
For the year ending June 30, 1882, the operating expenses were 20,512,393.06

Leaving the net earnings for the year.....\$ 11,511,572.98

or \$152,214.54 less than last year. The net earnings for the 6,337 miles were \$1,816.57 per mile; the year before they were \$2,149.61 per mile.

OPERATING EXPENSES CLASSIFIED.

This table gives the operating expenses of the entire lines except the Chicago, Burlington & Quincy and the Illinois Central, which give the

returns for their Iowa lines only; this will probably differ a little from the actual status in the State, but is the closest approximation that can be given and is very nearly correct:

CLASSIFICATION.	AMOUNT.	Per cent.
Maintenance of way.....	\$ 16,854,670.75	27.82
Motive power and cars.....	7,902,804.06	13.44
Conducting transportation.....	26,634,596.17	45.32
General expenses	7,884,403.55	13.42
Total.....	\$ 58,776,474.53	100.00

TABLE OF CLASSIFICATION OF EXPENSES IN DETAIL.

CLASSIFICATION.	Amount.	Per cent.
General superintendence.....	\$ 1,995,112.24	3.39
Legal expenses.....	328,140.88	.55
Insurance.....	104,758.45	.18
Stationery, blanks, tickets, etc.	806,627.95	1.37
Advertising and foreign agencies.....	975,354.26	1.66
Miscellaneous and contingent.....	1,542,815.53	2.62
Total taxes paid.....	2,121,728.64	3.61
Repairs of roadway and track.....	8,397,128.50	14.29
Repairs and renewals of bridges and culverts.....	2,108,489.29	3.59
Repairs and renewals of buildings.....	1,514,796.01	2.57
Repairs and renewals of fences, road-crossings, and signs	452,177.03	.77
Renewals of rails.....	2,502,182.53	4.28
Renewal of ties.....	1,379,902.34	2.35
Repairs of locomotives.....	3,427,087.96	5.83
Repairs of passenger and baggage cars.....	930,921.34	1.58
Repairs of freight cars.....	8,544,524.84	6.03
Passenger train supplies	168,496.38	.27
Freight train supplies.....	197,156.65	.34
Station supplies.....	309,951.50	.53
Fuel for locomotives.....	6,167,565.75	10.49
Oil, tallow, waste, etc	705,253.95	1.20
Water supply	368,510.12	.63
Locomotive service, salaries, and wages	5,683,868.01	9.59
Passenger train service, salaries, and wages.....	1,728,100.49	2.94
Freight train service, salaries, and wages.....	2,357,591.91	4.01
Agents and station service, salaries, and wages.....	6,418,002.01	10.92
Telegraph expenses	873,738.03	1.49
Passenger car hire paid over amount received.....	61,024.60	.10
Freight car hire paid over amount received.....	408,006.37	.69
Rent of track	34,197.62	.06
Loss and damage to freight and baggage.....	318,078.22	.54
Loss and damage to property and cattle, including losses by fire.....	389,787.62	.66
Injury to persons.....	516,742.48	.88
Total.....	\$ 58,776,474.53	100.00

FIFTH ANNUAL REPORT OF THE

OPERATING EXPENSES COMPARED WITH EARNINGS.

NAMES OF ROADS.	Operating expenses per train mile.	Earnings per train mile.	Difference.	Percentage of expenses to earnings.	Percentage of net earnings to capital stock and debt.	Percentage of net earnings to cost of road and equipment.
Burlington, Cedar Rapids & Northern	.8480	1.2429	.3949	67.11	2.70	2.90
Chicago, Burlington & Kansas City				107.19		
Central Iowa.....	1.0120	1.5390	.5270	68.04	3.80	
Chicago, Burlington & Quincy.....	.990	1.4800	.4900	66.84		
Kansas City, St. Jo. & Council Bluffs	1.1900	1.6600	.4700	68.90	1.29	1.24
Chicago, Milwaukee & St. Paul.....	.9100	1.6100	.7000	56.00	7.20	7.00
Chicago & Northwestern.....	1.0621	1.9456	.8835	54.10	8.58	8.14
Chicago, Rock Island & Pacific.....	1.0200	1.6900	.6700	58.80	6.60	6.90
Chicago, St. Paul, Minneapolis & O.....	.9855	1.5815	.5957	62.33	3.43	3.81
Crooked Creek.....	1.0203	1.0540	.0337	96.00		
Des Moines & Fort Dodge.....	1.2800	2.0860	1.8060	58.50	2.90	2.98
Dubuque & Dakota.....	.8959	1.5700	.6741	57.75		
Illinois Central.....	.8200	1.5400	.7200	53.00		
Minneapolis & St. Louis.....	1.7446	1.2646	.5214	50.82		
Sioux City & Pacific.....	1.5439	1.6023	.0584	95	.0049	.70
St. Louis, Keokuk & Northwestern.....				117.74		
Wabash, St. Louis & Pacific.....	1.0250	1.2180	.1930	82.30	2.24	2.80
Burlington & Northwestern.....	.5212	.7604	.2392	68.55		
Fort Madison & Northwestern.....	.8300	2.0200	1.1900	41.00	2.20	1.90

The roads showing the lowest percentage of operating expenses to earnings were the Fort Madison & Northwestern, 41, Illinois Central, 53, Chicago & Northwestern, 54, Chicago, Milwaukee & St. Paul, 56, Chicago & Rock Island, 58.80, Dubuque & Dakota, 57.75, Des Moines & Fort Dodge, 58.50. The highest percentage of net earnings to capital stock and debt was reported by the Chicago & Northwestern, 8.58, Chicago, Milwaukee & St. Paul, 7.20, Chicago, Rock Island & Pacific, 6.60.

Thirteen roads report an excess after deducting operating expenses, interest, and rental. This excess amounts to \$8,434,176.64. Seven roads show a deficit of \$577,487.70, leaving the net increase \$7,856,-688.94, which would give an average of net earnings for all the roads in the State of \$1,239.81 per mile. The cost of operating the Chicago, Burlington & Kansas City road was \$17,858.88 more than its entire earnings, that of the St. Louis, Keokuk & Northwestern, \$63,013.80. The Iowa Central road earned 7.54 per cent on its indebtedness, the Des Moines & Fort Dodge, 6.61, the Minneapolis & St.

Louis, 3.70, the Sioux City & Pacific, 7.10, the Wabash, St. Louis & Pacific, 3.31.

PROPERTY ACCOUNTS.

The property accounts of the roads reporting have been increased during the year \$45,575,581.89.

CLASSIFICATION OF ACCOUNTS.	Amount
Grading	\$ 1,465,211.16
Bridging and masonry.....	550,649.80
Superstructure, including rails.....	7,021,592.44
Land, land damages and fences.....	973,388.73
Passenger, freight, and water stations, and coal sheds.....	942,308.99
Engine-houses, car-sheds and turn-tables.....	1,622,507.95
Machine shops, including machinery and tools.....	180,941.93
Engineering agencies, salaries, and construction expenses	208,747.46
Purchase of other roads.....	24,050,653.70
 EQUIPMENT.	
Locomotives.....	2,613,150.77
Passenger, baggage, and express cars	759,488.64
Freight and other cars.....	3,534,151.61
Total.....	45,696,132.81
Deduct credits to equipment account	120,550.92
Total net addition to property accounts.....	\$ 45,575,581.89

This amount, \$45,575,581.89, covers the addition in other States as well as Iowa. We estimate of this amount as property belonging to the roads in Iowa, an increase of property of \$20,372,206.01, or for the 911 additional miles of road reported for the year \$22,337.92 per mile.

TAXES.

The amount of taxes paid by the railroads in the State is \$707,660.31, which is nine per cent of the income to the stockholders. The taxes paid in 1878 were \$594,912.65; in 1879 were \$584,169.79; in 1880 were \$591,843.08; in 1881 were \$628,611.51. The largest amount of taxes paid was by the Chicago, Rock Island & Pacific, \$162,629.16; by the Chicago & Northwestern, \$128,914.01; by the Chicago, Burlington & Quincy, \$126,378.50; by the Chicago, Milwaukee & St. Paul, \$94,166.23; by the Illinois Central, \$60,624.16.

FIFTH ANNUAL REPORT OF THE

TOTAL TRACK IN THE STATE.

The total track in the State, reported in operation June 30, 1882, was.....	6,887.43 miles.
There was in addition, completed and in operation, we are informed, November 1	325.27 miles.
A total mileage for the State.....	6,662.70 miles.

This is 383 miles more than reported in Poor's Manual, for New York, at the close of the year 1881; two miles less than reported for Ohio, and twenty-eight less than Pennsylvania.

ROADS OWNED AND LEASED.

Of the entire railroad mileage of the State 5,182.73 miles are owned by the companies operating them—1,154.27 are leased. Of this amount the Northwestern leases 486.10 miles; the Rock Island 162.20; the Illinois Central 402.16; the Wabash 87.90; the Burlington & Northwestern 15.91.

SIDINGS.

The total amount of side-track reported is 700.73 miles, or a little more than eleven per cent of the length of the roads. This amount seems small, and is often a source of serious embarrassment in moving trains.

DOUBLE TRACK.

The total amount of double track reported is 47.06 miles. Of this the Chicago, Burlington & Quincy owns 43.06 miles; the Chicago, Rock Island & Pacific four miles. The Rock Island road reported last year eight miles. We think the error must have occurred in last year's report.

STEEL AND IRON RAILS.

NAMES OF ROADS.	Miles of steel rails.	Miles of iron rails.	Total miles in main tracks.
Burlington, Cedar Rapids & Northern.....	351.40	268.49	619.89
Chicago, Burlington & Kansas City.....	16.00	620.0	78.00
Chicago, Burlington & Pacific.....	.....	.....	75.00
Central Iowa.....	106.00	181.60	287.60
Chicago, Burlington & Quincy.....	570.37	397.45	767.82
Kansas City, St. Jo. & Council Bluffs.....	42.00	16.35	58.35
Chicago, Milwaukee & St. Paul.....	483.80	801.74	1,285.54
Chicago & Northwestern.....	331.18	95.81	426.99
Chicago, Iowa & Nebraska.....	81.84	.....	81.84
Cedar Rapids & Missouri River.....	274.01	.....	274.01
Des Moines & Minneapolis.....	57.34	.....	57.34
Maple River.....	.....	72.91	72.91
Chicago, Rock Island & Pacific.....	544.00	215.40	759.40
Keokuk & Des Moines.....	2.00	110.20	162.20
Chicago, St. Paul, Minneapolis & Omaha.....	59.42	17.44	76.86
Crooked Creek.....	.....	8.50	8.50
Des Moines & Fort Dodge.....	65.00	17.70	82.70
Dubuque & Dakota.....	31.16	32.04	63.20
Illinois Central.....	69.22	382.94	402.16
Minneapolis & St. Louis.....	.....	141.00	141.00
Sioux City & Pacific.....	.....	80.47	80.47
St. Louis, Keokuk & Northwestern.....	2.60	48.30	50.80
Wabash, St. Louis & Pacific.....	66.60	229.60	296.20
 NARROW GAUGE ROADS.			
Burlington & Northwestern.....	.....	88.37	88.37
Burlington & Western.....	.....	15.91	15.91
Des Moines, Osceola & Southern.....	.....	40.00	40.00
Fort Madison & Northwestern.....	.....	41.00	41.00
Cedar Rapids & Marion.....	.....	5.00	5.00
St. Louis, Des Moines & Northern.....	.....	35.43	35.43
Total.....	2,937.24	3,024.71	5,961.95

Forty-nine per cent of the entire roads of the State, exclusive of sidings, is steel rail. For the year 1881 there was reported forty per cent; for the year 1880 thirty-two per cent; for the year 1879 twenty-seven and one-half per cent; for the year 1878 twenty-two per cent. This indicates what is the fact, that wherever the traffic is heavy steel rails have been put down. The percentage of steel to iron rails will not increase as rapidly in the future as it has in the last four years.

ROAD-BED AND TRACK.

The total number of track sections reported for Iowa is 861. These vary in length from five to nine miles, probably averaging six miles.

On each of these there are reported as employed from three to seven men: probably the average would be five. The new ties laid in track during the year were reported 1,541,968. They last about seven years. There were 5,600 tons of new iron, and 190,584 tons of new steel laid in track. The average life of iron rails is reported from four to twelve years, varying with the traffic. There is now no iron in the main tracks of the trunk lines. The steel has not been long enough in use to determine its average duration.

FENCING.

The number of miles of fences reported is 4,345, the total cost \$432,160.98, and the average price paid per rod \$1.12.

The Commissioners are pleased to learn that there is a growing disposition to fence the roads, even among the newer lines. As a matter of safety for the trains, this is important as well as for the economy of running them. The landholder, the railway company, and the traveling public, would all be safer in person and property if all the roads in the State were fenced, and this Board believe that the cost would soon be repaid by the savings made in damages and repairs, and also in the diminished cost of doing the work.

TELEGRAPH LINES.

The telegraph lines are mainly owned by the Western Union Company. The railroads report in their offices 815 telegraph stations, and 895 miles of wire as owned by them and operated exclusively for their business. They report 4,344 miles of lines owned by the Western Union Telegraph Company.

TRAIN MILEAGE.

The total number of miles run by passenger trains was.....	18,575,194
The total number of miles run by freight trains was.....	39,106,906
The total number of miles run by switching trains was.....	14,005,754
The total number of miles run by construction and other trains was.....	6,744,011
Total train mileage.....	<hr/> 78,431,865
The total number of passengers carried was.....	20,927,026
The total number of passengers carried one mile... ..	787,021,981
The total number tons freight carried.....	31,062,765
The total number tons freight carried one mile.....	4,631,564,735

The average distance traveled by each passenger, leaving out the short lines, varies from twenty-eight to sixty-two miles; forty-five miles would probably be a fair average. This indicates plainly that little effort has as yet been made to develop local travel. The rates charged for passenger fares generally are the maximum fixed by statute. Mileage tickets are sold on many of the roads at a reduction varying with the roads.

The speed of passenger trains varies from twenty to twenty-six miles per hour—of freight trains from ten to sixteen.

FREIGHT CAR MILEAGE.

The number of miles run by loaded freight cars east and south	199,746,836
The number of miles run by loaded freight cars west and north	231,253,733
The number of miles run by empty freight cars east and south	89,049,397
The number of miles run by empty freight cars west and north	61,664,638
Total freight car mileage.....	591,618,101

Several of the roads have neglected to report freight car mileage. This is a source of regret, and also of embarrassment to the Commissioners. Some things that are left out of the reports may be supplied by an estimate that does not materially affect results. This, however, cannot be done in the mileage, and the report is defective in this particular. The Board sees no reason why this may not be given, and in the future will insist on complete answers to the questions asked.

FREIGHT RATES.

The average rate of freight per ton per mile varies from nine cents on the Crooked Creek road, 4.24 on Burlington & Northwestern, 3.08 on the Des Moines & Fort Dodge road to 1.60 on the Chicago, Milwaukee & St. Paul; 1.47 on the Northwestern; 1.24 on the Rock Island; and .96 on the Wabash. The rates are a little higher than last year.

EQUIPMENT.

The total number of locomotives reported is 2,652, the weight varying from twenty-eight to sixty-seven tons; the total number of cars is 85,206. Of these 1,031 are passenger cars, 601 are baggage, mail, and express cars, 125 parlor, sleeping, and dining cars, 49,864 box freight cars, 7,846 stock cars, 18,240 platform or coal cars, 7,499 other cars.

FIFTH ANNUAL REPORT OF THE

STATIONS.

The total number of stations reported in Iowa is 947.

EMPLOYES.

The total number of persons regularly employed in operating the roads of the State is 28,397; the amount paid them for their services is \$14,071,612.54, or two and one-half millions more than the earnings of the roads of the State above operating expenses and the taxes. The figures are large, but we have reason to believe that they are nearly correct.

TRUSS BRIDGES.

The total number of wooden truss bridges is 464, the length 38,774 lineal feet; of combination truss bridges 110, length 13,358 feet; of iron truss bridges 140, length 14,724 feet.

WOODEN TRESTLE AND PILE.

The total number of wooden trestle and pile bridges is 7,559, their length 531,014 feet; these bridges put together make a total of more than one hundred and thirteen miles.

ARCH CULVERTS.

There are thirty-four arch culverts reported—the total opening is 209 feet; 3,352 wooden box culverts, and 926 stone box culverts.

BRIDGES BUILT WITHIN THE YEAR.

There were built within the year 50,072 lineal feet of bridges, including those rebuilt.

CATTLE-GUARDS:

The number of cattle-guards reported is 6,975. This number we are sure is too small.

RAILROAD CROSSINGS.

The number of railroad crossings at grade is 136; over or under another road twenty-five.

HIGHWAY CROSSINGS.

The number of highway crossings reported at grade is 4,677; over the track, sixty-one; under track, eighty-four; at which there are flag-

men, forty-eight. Bridges eighteen feet above track, fifty-eight; less than eighteen feet, two.

ACCIDENTS TO PERSONS.

During the year one hundred and sixty-five persons were killed; of these seven were passengers, eighty-nine employes, and sixty-nine others. Five by derailment, two by collisions, four caught in frogs, sixteen coupling cars, thirty-one falling from train, nineteen getting on and off trains, four at highway crossings, forty-one from miscellaneous causes, ten stealing rides, twenty-one while intoxicated, and thirty-three while trespassing on track. Of this number three were reported as suicides.

There were six hundred and thirty-five persons injured during the year; sixty-one were passengers, five hundred and two were employes, and seventy-two others. By derailment fifty-nine, collisions thirty-seven, caught in frogs four, coupling cars one hundred and eighty-two, falling from trains fifty-seven, getting on and off trains fifty-six, at highway crossings ten, miscellaneous one hundred and ninety-two, overhead obstructions six, stealing rides eight, trespassing on track twenty-four.

COUPLING CARS.

One great source of accident resulting in a very large percentage of injury and death to the railroad employe, is the present method of coupling cars. While we believe the theory is, and most of the time tables require the use of the coupling hook, in practice men go between the cars, and if for any cause the deadwood of the different cars fails to meet they are crushed; others are caught in frogs, the car wheels catching them before the foot can be removed. In the report for this year four employes were killed, being caught in frogs, and sixteen in coupling cars; four were injured, being caught in frogs, and one hundred and eighty-two in coupling cars. There is evidently something wrong in the entire arrangement of coupling cars, for in no legitimate business should there be such a liability to injury and death. We are not able to suggest a remedy, but believe that something might be provided that would do away with much of this.

WALKING ON TRACK.

We would not feel ourselves to be entirely free from censure if we allowed an opportunity to pass without calling attention to the danger

of this practice. It has become so common as to have almost, we believe, established for the public, in the judicial mind, an element of acquired right of way or joint occupancy. During the year 1878 there were reported to this Board killed while walking on tracks twenty-two, injured nineteen; in the year 1879, killed twenty-four, injured twenty-three; in the year 1880, killed twenty-two, injured sixteen; in the year 1881, killed twenty-eight, injured twelve; during the year 1882, killed thirty-three, injured twenty-four. Or for the five years, killed one hundred and twenty-nine, injured ninety-four. The Board feel that this useless waste of life should be avoided, and that the only way to accomplish it is through legislation. Railway trains must and will always be run at high rates of speed; this is a necessity, and sooner or later the railway track must cease to be regarded as a highway. Until that time comes, the compiler of statistics will continue to report the long and sickening list of killed and injured while trespassing on track, and juries will continue to speculate whether the man in charge of the locomotive might or might not have been able to stop his ponderous train in time for the injured to have stepped off the track.

TONNAGE CLASSIFIED.

ARTICLES CARRIED.	Tons.	Per cent.
Grain	2,471,936	25.29
Flour.....	199,406	2.04
Provisions	115,138	1.18
Animals	980,618	10.08
Other agricultural products.....	180,003	1.65
Lumber and forest products	1,551,515	15.87
Coal	1,767,047	18.07
Lime, cement, etc.	108,265	1.11
Salt	110,646	1.13
Oil, petroleum, etc.	31,458	.33
Iron and castings	139,707	1.43
Stone and brick.....	207,916	2.13
Manufactures.....	109,362	1.12
Merchandise, and other articles not enumerated.....	1,820,215	18.62
Total	9,777,415	100.00

Add to this amount an estimated tonnage for the Chicago, Burlington & Kansas City, the Kansas City, St. Joseph & Council Bluffs, the St. Paul, Minneapolis & Omaha, the Minneapolis & St. Louis, the St. Louis, Keokuk & Northwestern, the Wabash, St. Louis & Pacific, and the Fort Madison & Northwestern roads (whose officers were unable to sep-

arate their Iowa tonnage), 1,198,427 tons, and we have a total tonnage of 10,975,842; deducting from this the freight twice reported, that is, the freight delivered to and received from the smaller roads by the trunk lines (as estimated by the Commissioners), 380,688 tons, and we have the Iowa tonnage as 10,595,174.

TONNAGE CROSSING THE MISSISSIPPI RIVER FOR THE YEAR ENDING JUNE 30, 1882.

LOCATION OF BRIDGE.	Tons west-bound.	Tons east-bound.	Total tons.
McGregor	146,956	137,529	283,885
Dubuque	104,375	183,463	291,838
Sabula	257,462	159,327	416,789
Clinton	502,311	706,964	1,209,275
Davenport	980,437	937,383	1,897,820
Burlington	906,389	1,148,470	2,049,839
Keokuk	63,947	50,694	114,641
Total.....	2,945,257	3,818,830	6,264,087

TONNAGE CROSSING THE MISSOURI RIVER FOR THE YEAR ENDING JUNE 30, 1882.

LOCATION OF BRIDGE OR CROSSING.	Tons west-bound.	Tons east-bound.	Total tons.
Sioux City.....	82,505	15,255	97,820
Blair	86,594	47,876	134,470
Council Bluffs.....			
East Plattsburgh	432,180	269,584	701,764

The tonnage of the Mississippi River bridges as reported amounts to	6,264,087
Tonnage of roads not crossing bridges going east	1,198,427
Tonnage originating in Iowa going west (estimated).....	902,000
Total	8,454,514

Leaving the tonnage originating from points in Iowa destined to points in Iowa 2,140,660. This is twenty and two-tenths per cent of the entire freight hauled by the roads in Iowa.

FIFTH ANNUAL REPORT OF THE

THE AMOUNT OF TONNAGE THAT CAN BE CARRIED OVER THE ROADS IN IOWA, EXCLUSIVE OF THE WEIGHT OF CARS, BY AN ENGINE OF GIVEN WEIGHT.

NAMES OF ROADS.	Weight of engine in tons.	Net freight car- ried.	Net Freight per ton weight of locomotive.
Central Iowa.....	50	315	6.30
Chicago, Burlington & Quincy—Eastern Division	51	330	6.47
Chicago, Burlington & Quincy—Middle Division.....	51	275	5.39
Chicago, Burlington & Quincy—Western Division.....	51	280	5.10
Kansas City, St. Joseph & Council Bluffs	47	450	9.58
Chicago & Northwestern.....	39	275	7.05
Chicago, Rock Island & Pacific.....	36	240	6.66
Crooked Creek.....	20	60	3.00
Des Moines & Fort Dodge.....	36	270	7.50
Dubuque & Dakota.....	28	180	5.43
Illinois Central.....	30	140	4.66
Sioux City & Pacific.....	32	255	8.00
Burlington & Northwestern.....	20.85	160	8.00

These reports are unquestionably correct, and yet they make a showing that surprises us. The Sioux City & Pacific can haul only eight net tons of freight to one ton weight of locomotive; the Kansas City, St. Joseph & Council Bluffs road can haul only 9.58 tons. These roads in Iowa have probably no grades to exceed ten feet to the mile. The Burlington & Northwestern hauls over grades from forty to fifty feet per mile eight tons to a ton weight of locomotive, as much as the former and but little less than the latter. This is the strongest argument we have ever known to be advanced in favor of the narrow gauge road. We would have some doubts of the accuracy of the statistics did we not know that they were carefully compiled by competent men, and conscientiously sworn to after examination by the very able managers of the respective roads.

CONGRESSIONAL LAND GRANTS.

The Chicago, Burlington & Quincy Railroad received from congressional grant 358,442.09 acres; they have sold 329,987.03 acres, at an average of \$12.22 per acre; they received from cash sales \$137,917.47; there is unpaid on outstanding contracts \$2,367,241.62; the gross amount from sales, contracts, etc., up to June 30, 1882, was \$3,976,559.42; the amount expended in the sale and management of

the lands, \$570,298.79; the taxes paid on them, \$242,011.97; the amount realized from the sale of lands above expenses incurred in the management and taxes is \$3,164,248.66.

The Chicago, Milwaukee & St. Paul road received from congressional grants 312,930.07 acres; about 15,000 acres more will inure to the company, not including about 180,000 involved in the suit with the Sioux City & St. Paul company. The number of acres sold is 245,214.57, at an average price of \$4.65: the purchase price of the land sold was \$1,139,456.48; the amount unpaid on outstanding contracts is \$666,022.27; the gross amount received, including outstanding contracts, is \$1,218,061.22; the amount expended in the sale and management of the lands was \$64,897.88; the taxes paid on the lands are \$23,464.34; the amount realized from the sale of lands above the expenses incurred in the management and taxes, including the amount unpaid on outstanding contracts, is \$1,129,699.

The Chicago, Rock Island & Pacific Railroad received from congressional grants 550,193.51 acres; sold 502,406.86 acres at an average price of \$8.25 per acre; received from sales, \$2,733,080.59; there is due on outstanding contracts, \$1,590,955; the gross amount received from sales and contracts up to June 30, 1882, is \$3,404,022.88; the amount expended in the sale and management of the lands is \$230,161.49; the taxes paid on the land, \$576,552.78; the amount realized from the sale of lands above the expenses incurred in the sale and management and the taxes is \$2,597,308.61.

The Iowa Falls & Sioux City road received from congressional grant 683,076.55 acres, has sold 583,265.64 acres at an average price of \$6.76 dollars per acre; the amount received from sales is \$1,513,202.56; the amount due on outstanding contracts is \$1,006,255.45; the gross amount received from sales, contracts forfeited, contracts, etc., up to June 30, 1882, was \$3,122,864.29; the amount expended in the sale and management of the lands is \$279,874.33; the amount of taxes paid on lands is \$613,160.72; the amount realized from the sale of lands above the expenses of management and taxes was \$2,229,829.24.

The Des Moines & Fort Dodge road received from congressional grant 35,545 acres, and there is yet to inure to the company 7,000 acres; 6,863.45 acres were sold at an average of seven dollars per acre; the amount received from sales was \$6,114.50; the amount unpaid on outstanding contracts is \$27,413.90; the gross amount received from sales, contracts, etc., to July 30, 1882, was \$18,154.76; the amount expended

in the sale and management of the lands was \$813.68; the taxes paid on the lands were \$2,407.60; the amount realized above the expenses of management and taxes was \$14,933.48.

The net amount realized from congressional land grants by the railroad companies to date of report is as follows:

The Chicago, Burlington & Quincy.....	\$ 3,164,248.68
The Chicago, Milwaukee & St. Paul.....	1,120,669.00
The Chicago, Rock Island & Pacific.....	2,597,308.61
The Iowa Falls & Sioux City.....	2,229,820.24
The Des Moines & Fort Dodge.....	14,933.48
The Cedar Rapids & Missouri River (956,597.40 acres).....	63,961.60
The Sioux City & Pacific.....	200,000.00
The Sioux City & St. Paul (report of 1878).....	<u>786,919.43</u>
Total.....	\$10,186,870.02

We have in a former report suggested that the management of some of these lands had not been such as to apparently produce the best results for the companies to which they were granted. This, however, has long been past remedy. The Railroad Commissioners of Illinois, under the authority given them by statute, have during the last year lowered the tariff of maximum rates in Illinois, and also changed the classification, reducing materially (estimated about eighty per cent), as we learn, the local rates in that State, and, as is claimed by many of the roads, brought the local haulage to a rate that hardly pays the actual ordinary operating expenses. It is not our province to discuss the wisdom of the acts of the Illinois Commissioners, nor is it probable that the *ex parte* statements or the views of those running the railroads are entirely correct and without bias, but we may, we think, without transgressing the bounds of comity, give expression to our views on the establishment of rates that would contribute nothing towards paying interest charges, or any return to the owners of the property in the shape of dividends, how they would affect the interests of Iowa, and all the other Western States whose products must pass through Illinois to reach their market.

That the State has the power to fix the rates has been so often affirmed by the highest authority that no question on that point now remains. It is the duty of the State when it assumes to regulate rates, to do so with a just regard to the rights and interests of the railway as well as the citizen—both parties are in the hands of the State, and have no appeal. The one has the right to reasonable rates for trans-

portion of himself and his property, the other to a reasonable remuneration for its services, which includes a fair return on capital, provided that it is reasonably and judiciously expended. If the local rates are made so low that they barely pay transportation charges, then whatever profit is made by the roads is from through traffic. If this principle is established in Illinois, there is no reason why Indiana, Michigan, Ohio, Pennsylvania, Maryland, Virginia, New Jersey, and New York, may not also require the through business to pay the entire interest on the railway property of those States. The extreme west must either bear the greatest proportion of this burden, or under ordinary circumstances retain its great staples at home, except so far as its producers are able to put them in the condensed forms that would increase their value, and reduce the percentage of freight to value.

In fixing rates, if this is the best method to reach the question, great care should be taken to cover the entire ground, every circumstance should be considered that goes to make up or modify rates. The commerce of the country is now largely carried by the railways, and no State, we think, for a little advantage can afford to use its position and power to fetter it, or disregard the general good of the country.

Iowa commerce passes over Illinois to reach the lake system and Eastern trunk lines. The Commissioners of Illinois vary very greatly in the uniformity of the rates they fix for the commerce of that State. When they are ranged very low the through freight must be taxed higher to equalize incomes. As great injustice can be done to our State by shifting the burdens of local State commerce in Illinois from where they belong, to rest on our through traffic, as by too heavy charges from Iowa to the lakes or trunk lines. Where the territory of one State lies between another and its market, it is evident that the power to arrange freight tariffs should not be wholly in the hands of State authorities. The United States Congress owes it to the States and their citizens to interfere to the extent to which State authorities may be disposed intentionally or insensibly to compel their neighbors to pay part of their transportation bills.

The growth of knowledge of the cost of hauling freight will indicate what the comparative cost should be of carrying local and through commerce. To violate this determination will suggest a remedy, as wrongs in State hauls are now being remedied by State authority, and wrongs in inter-State hauls suggest remedy by Congressional action. This is an additional reason why Congress should take

steps to bring inter-State commerce within rule and regulation, so that burdens may be equitably distributed between local and inter-State commerce.

REGULATION OF INTER-STATE COMMERCE BY THE STATE.

The Supreme Court of Iowa has decided in the case of *John A. Carlton & Co. v. The Illinois Central Railroad Company*, that the State has not and can have no control over inter-State commerce. The language of the court is "that an act of the State legislature whose "object and purpose is to control and regulate the shipment of freight "to points in other States, is in violation of Art. I, Sec. 8, of the Constitution of the United States, as being legislation on inter-State commerce, a subject which in its nature is national and requiring the exclusive legislation of Congress. An inter-State contract of shipment entered into by a common carrier is an entire contract, and the laws of the State wherein it is made, so far as they attempt to regulate inter-State commerce, do not enter into it as a part of the contract, being repugnant to the Federal Constitution."

In the case decided, the act approved March 23, 1874 (being an act to establish reasonable maximum rates of charges for the transportation of freight and passengers on the different roads in this State), was in operation. There was a similar law in Illinois, and it was in evidence that the maximum rate in Illinois was lower than the maximum rate in Iowa. It was contended that the contract for shipping was an Iowa contract and followed the freight from the point of shipment to the point of delivery; that the Iowa contract could not be repugnant to any rights or interests of Illinois, as the maximum rate of Iowa was higher than of Illinois; that it was not in conflict with any law or right of the general government, because Congress had not attempted to regulate; the Iowa statute, it is true, had the effect of regulating inter-State commerce; it was enacted in the exercise of a power vested concurrently in the State and National governments, and as it was not in conflict with any law of the general government, it cannot be regarded as an encroachment upon its authority. Until Congress assumes to exercise authority over the subject, it is proper for the State to legislate upon it.

The court held that it was not the intention of the Iowa statute to do more than fix the maximum rates to be charged on

freight shipped within the State. That the fixing of rates of freight shipped from one State to another is a regulation of inter-State commerce; that it is a regulation in conflict with the Constitution of the United States, which gives to Congress the power to regulate commerce among the several States. The court admits that it is competent for the States, in the absence of congressional legislation, to legislate respecting inter-State commerce in a certain line of cases, but these cases have been such as relate to bridges, or dams across streams wholly within a State, police laws relating to pilots of vessels, health laws, and the like, but that the power to enact laws upon subjects in their nature national, and not merely local, is exclusively with Congress. That the holdings of the Supreme Court of the United States in the Granger cases does not sanction the validity of the act of the State legislature, if intended as such, regulating commerce between the States. These decisions determine the power of the State to fix the limit of reasonable warehouse and transportation charges within the boundaries of the State, and when such power is exercised, although it may incidentally affect commerce between the States, yet the laws of the State are not regulations of inter-State commerce because of such incidental results. If the Iowa law became part of the contract for shipment, we would have it control the transportation of freight to its destination, even though it passed through several lines of carriers and several States, the local distance carried being only a small part of the distance. The court held that such regulation should be national in its character.

Judge Beck dissents, and in a minority opinion suggests that the Constitutional prohibition extends only to those regulations that impose burdens and restrictions upon inter-State commerce; that the statutes that remove burdens and restrictions, which protect it from the unjust exactions of common carriers, are not regulations of commerce contemplated in the Constitution of the United States. He further says that the intention of the statute of the State brought in question was of this character, and that it operated to protect and stimulate commerce.

The transportation question is a broad one. While much good has probably resulted from a knowledge of, and a decision that the States have the power to regulate, yet it is a question whether more interests have not suffered from the exercise of this power than have been benefited by it. The Granger tariff of 1874 seems to have been as nearly

framed to meet the needs of the time as any tariff that was entirely without elasticity could be, and yet we understand the popular verdict after four years of trial was that it was a burden rather than a benefit to commerce.

The Supreme Court of Illinois, in a case brought before it, held the other view from the Iowa court. Messrs. Bailey & Swanell, of Gilman, Illinois, complain that the Wabash Railway Company charge them twenty-five cents per one hundred pounds for freight from Gilman to New York, while their charges for the same class of freight from Peoria to New York, which is a greater distance, was but fifteen cents per one hundred pounds. The defense was that the legislature of Illinois did not, and had no power to, pass a law regulating the charges for the transportation of property from a point within the State of Illinois to a point within the State of New York. The power of the State to fix rates was really the only question involved. The court says that section 8, Article I, of the Federal Constitution, which declares that Congress shall have power to regulate commerce among the States, does not refer to cases of this character; that the law of a State that may incidentally affect commerce between the States has never been regarded as falling within the inhibition. The court says that the law does not purport to exercise control over any railroad corporation that does not operate a road in the State, or such companies as have domestic relations with the State. It quotes from the opinion as rendered by Chief Justice Waite, in the case of *Peik v. The Northwestern Railroad*, as to the effect of the statute as a regulation of inter-State commerce, that the statute was not passed for the purpose or with the view of regulating commerce among the States; its object was to reach railway companies which derived their powers to transact business from the State. The Wabash company is engaged in State as well as inter-State commerce, and the State must be permitted to adopt such rules and regulations as may be necessary for the promotion of the general welfare of the people within its own jurisdiction, even though in so doing those without may be incidentally affected. Should Congress pass a law regulating the charges of railroads engaged in inter-State commerce, it may be that Illinois would be confined to charges for the transportation of property wholly within the State, but no such law has been passed.

We have examined the two decisions, and the diametrically different conclusions are evidently to a great degree influenced by the construc-

tion put on the meaning of the statement of the opinion of the court in the case of *Peik v. The Northwestern Railroad*, where it says "the law "is confined to State commerce, or such inter-State commerce as directly "affects the people of Wisconsin. Until Congress acts in reference to the "relations of the company to inter-State commerce, it is certainly in the "power of Wisconsin to regulate its fares so far as they are of domestic "concern. With the people of Wisconsin this company has domestic "relations. Incidentally they may reach beyond the State, but certainly "until Congress undertakes to regulate for those without the State "Wisconsin may provide for those within, even though it may indirectly affect those without."

We think the construction of this section by the Iowa Supreme Court to be the correct view. Wisconsin may fix a maximum rate of fares and freight transportation within the State. Even if this rate should incidentally (for the purpose of paying interest or dividends upon the property invested in the road), increase the cost of through transportation, the Supreme Court of the United States would not hold it to be a regulation of inter-State commerce,—its relation is purely domestic, and the company, whether chartered by the State, or operating a road in the State under the sanction of State authority, has such domestic relations as would authorize the State legislature to fix rates within the State. The court held the relation of the lessee to the State was the same as if the company was chartered by the State. We are the more convinced of the correctness of this view, from the treatment of the subject in two cases subsequently decided by the United States Supreme Court: *Hall v. De Cuir*, and *Railroad Company v. Hannan*, reported in 95 U. S., 465 and 485. These cases go to the extreme the other way, determining that even in the exercise of police regulations, and for purely sanitary purposes the State may go beyond the proper limit, even in matters over which it is conceded that the jurisdiction belongs to the State.

In the latter case the court says "whatever may be the power of a "State over commerce that is completely internal, it can no more prohibit or regulate that which is inter-State, than that which is with "foreign nations."

We understand that the Wabash company terminates its lines at Toledo, and that the larger portion of its freight reaches New York over the lines of the Canada Southern and the New York Central roads. A regulation by the State of Illinois of rates to New York

might dictate rates to both these lines. There can be no pretense that the legislature of Illinois could fix or enforce rates on a Canada road, and we think it equally true that it could not on a New York road. The former derives its charter from a foreign nation, which alone has the power to fix its charges and regulate its business; the latter road is entirely within the limits of the State of New York, and subject solely to its control.

FREIGHT WAR OF RATES IN 1881.

During the month of July, 1881, a war of rates broke out between the trunk lines connecting the West with the sea-board, and continued during the remainder of the year. Rates were reduced to a point that the loss of net earnings for the six months was estimated at more than six millions of dollars below what had been regarded a reasonable rate. The danger of such a loss inflicted upon the railroad interests, the failure to earn dividends, and the consequent depreciation of so large an amount of property, led them to terminate their differences by compromise. After squandering their resources in fighting, the solvent roads of the country always end their difficulties this way: the insolvent roads having no interest to pay, and no dividends to provide for, continue the fight until they are absorbed by some strong line. It was not very difficult to settle upon the proportion of through freight to which each line was legitimately entitled, but a new question arose, or rather a solution of an old question on a different basis arose, which was termed

DIFFERENTIAL RATES.

Or, in other words, the representatives of the New York lines claimed that the rates from the West to New York should be the same as those to Philadelphia and Baltimore, the difference having been before the July contest two cents less to Philadelphia, and three cents less to Baltimore per one hundred pounds. Some difference had hitherto been satisfactorily based on the difference of ocean freight from New York, less that from Philadelphia and Baltimore. It was claimed by the New York roads that by improved facilities at the latter places for receiving, hauling, and loading, and fortunate arrangements with the steamship lines, that the ocean freights had become nearly the same from all three ports. The representatives of the lines terminating in New York were well satisfied with the different rates, until the possibility of losing a large amount of their business dawned upon them.

The city of New York was aroused, and the controversy was carried from the railways to the terminal cities, the public in each demanding that the railways should protect the interests of their respective cities.

AN ADVISORY COMMITTEE.

An advisory committee was appointed by the officers of the four roads interested, consisting of Messrs. Thurman, Washburn, and Cooley, to determine whether uniform rates should be adapted to each of the three cities, or whether differential rates, and to what extent, should be maintained. The railway companies stated the case to the commissioners, and volunteered to furnish them any information that peculiarly belonged to their lines, whenever called for, and seem to have left the people interested to furnish the commission the facts and circumstances that affected their localities. The Produce Exchange, Board of Trade, and Chamber of Commerce of New York, and similar organizations in Philadelphia and Baltimore furnished the commissioners statistics, industriously collected, and supported their positions by arguments carefully and thoughtfully prepared, as the representatives of cities whose life blood, their commerce, might be gradually sapped by an unfavorable policy recommended by this commission. In July, 1882, the commissioners made their report, and the railway companies have accepted it as the basis of their action. Their report continued for the present the differential rates previously in force, and concludes with a striking suggestion, that although the rates are just and proper to-day, it does not follow that they will be just indefinitely, and that whenever they shall be found to give a forced or unnatural direction to trade, or whenever they shall deprive any of the seaports of the proportion of business that would naturally come to it under the operation of normal competition, then it would be right to modify or abolish them.

These gentlemen examined and discussed the principle of mileage and thought this was not the basis to determine the question upon; they studied the effect of competition and concluded that it was not the basis; they examined the cost of service rendered, and concluded that this was the proper basis; but they did find that the ocean freights during the year 1881, averaged from Philadelphia two cents per hundred pounds, and from Baltimore three cents per hundred pounds more than they did from New York by steam and sail vessels, and that under this condition there was no evidence that Philadelphia and

Baltimore business, to which the differentials were applicable, is now increasing more rapidly in proportion than New York, and concluded that so long as this condition lasted the rates were right. We think they have settled the question in the only way that it can properly be done, taking the entire western freight of grain or other produce from Chicago and the Mississippi and Missouri River points to the final market, Liverpool or London, and give to each of the Atlantic cities the through rate less the ocean freights. They further suggest that accurate statistics of the railway commerce be kept, and that they be furnished to the public. Publicity they claim will correct many of the evils of which the people complain. They do not think that questions of this character can be determined arbitrarily, but that large powers of self government have been left by law with railway managers, and it is their duty to serve the public with fairness, and to distribute the benefits and burdens incident to their occupation fairly and justly.

These gentlemen reached the conclusion that all men who have thoughtfully and impartially studied the subject have hitherto arrived at, that the questions that arise in solving the transportation problem cannot be decided or settled aright by any inflexible law or preconceived opinion; that they are so varied in character and surrounded by such a multiplicity of circumstances that each case must be determined separately and by itself; must be studied with reference to underlying principles and conditions that fail to attract superficial notice.

A careful study of transportation as it affects the industries of Iowa will suggest that volume of products seeking transportation, and location of competitive producers has much to do with cost of carriage. A car load of butter is shipped from central points in Iowa to the eastern sea-board with profit to the carrier at one cent a pound. A dairyman living one hundred miles from the same destination pays more than one cent a pound. The volume of the product in Iowa is such that it is desirable business to haul butter by the car load at one cent a pound, while the hauling of small lots at more than a cent a pound one-tenth of the distance may not be profitable to the railroad doing the service. On the other hand, if Western butter paid charges per pound according to distance hauled it could not be profitably manufactured. With regard to location of competing producers in relation to the market in which they sell it has been determined from experience that like products from Iowa factories must reach

their common market at nearly the same rates, or the ones farthest from market will be shut out by the larger rate. When New York is the market for cured meats Iowa packing-houses must have nearly uniform rates—half a cent a pound takes cured meats to the sea-board from Iowa—and from one county as cheap as another; they must have rates about as low as packing-houses located in States farther east, and on products sent west of the Missouri rates from Illinois are made nearly as low as from Iowa. Factories located in Iowa making farm machinery require low rates on raw material that will enable them to compete in Iowa with the same products manufactured in States farther east where material is cheaper. This principle is at the basis of all manufacturing in Iowa, and interference with it beyond insisting on like rates for like customers for like uses would stop most of the wheels in the State. Classification of roads cannot interfere, neither can distance be closely estimated. A weak railroad must give as favorable rates as a strong one or the new industry will locate on the strong road. Carrying done for new manufactures is based to some extent on future prospects; while it may need special favors from a railroad that could not be extended to all freight of the same class, its prospective business when developed will justify the anticipation of lower rates on all freight, as increased freight always brings about lower charges.

It would be well for the public and the railway system if Congress should pass a commissioner law and place upon the commission men of the learning, fidelity, and fairness of these gentlemen to determine the differences that arise between the people and the railway corporations. The student of the railway problem fears congressional or State legislation that would tend to abridge the freedom of commerce, by prescribing rules or enactments made by the most fair and expert legislators. With all the ability with which the subject has been studied for the last fifty years, no rule has yet been found that would give the cost of any special service, although the railway managers have made every effort to arrive at it. They know that by charging high rates for carrying valuable articles, and low rates for cheap articles, that the business can be done satisfactorily, and if the volume of business is sufficient the road can be profitably operated. A computation of averages is the nearest approach to cost arrived at.

It may be proper to give the means of forming a correct idea of the volume of business carried by the roads whose differences these com-

missioners have settled. The New York Central & Hudson River Road, in 1881, carried 11,591,379 tons of freight, which is 996,205 tons more than was carried on the six thousand three hundred and thirty-seven miles in the State of Iowa. The cost of handling this freight per ton per mile was .562 cents, the charges .780 cents, leaving a net profit of .218 cents per ton per mile. The Erie road moved 11,086,823 tons at a cost per ton per mile of .529 cents, at a charge of .805 cents, leaving a net profit of .276 cents. Fifty-two and one-half per cent of all the freight handled by this company for the year 1881 was coal. The Pennsylvania road, in 1881, moved 18,229,365 tons at a cost per ton per mile of .437 cents, at a charge of .799 cents, and a profit of .362 cents. We have no means of determining what proportion of this freight was coal, but presume about as large as the Erie. We have not the tonnage of the Baltimore & Ohio road for the year, but judge that it will not fall short of the Erie—five millions of this tonnage is reported as coal in Poor's Manual.

It is by the rate charged on these lines that the values of Iowa products are measured more than by local rates. The people of Iowa are specially interested in low rates for long haulage.

Reduction of cost and annihilation of time comparatively have brought the Iowa farmer and the eastern consumer closer together, resulting in the steady rise of Iowa lands. The reduced cost at which our products are placed in European markets, has a tendency to equalize the value of land here and abroad. The value of lands abroad has for a number of years gone steadily down, while the value of our lands goes steadily up. There is good reason to expect a continuance of this condition regarding landed property as the volume of traffic increases and the rates consequently go down. Cheaper money and plentier home capital will compete while there is profit in the carrying trade.

MR. VANDERBILT'S SUGGESTION.

Mr. Vanderbilt is credited with at one time having made the assertion "that railroads take all they can get." This frank acknowledgment has been the theme of censure, and the public have looked with anything but favor upon the avowed greed of the representative of one of the great corporations.

The idea of Mr. Vanderbilt is more aptly expressed by the railway manager in the phrase "what rate will the commodity bear?" The freight agent who is seeking to transport any class of produce from

one point to another, must make his rate with reference to the value of the commodity where he gets it, and the value at the points to which he sends it, and the prevailing rates from other points that are competitive, as well as values at those points; from these he can determine what rate the produce will bear and he must either take it at that rate, or not move it at all. It is true, as can be shown, that his roads, the New York Central, reduced its rates from 2.743 cents per ton per mile in 1868 to .879 cents in 1880. The Lake Shore from 2.336 in 1868 to .758 cents in 1880. The Michigan Central from 2.450 in 1868 to .842 cents in 1880. These wonderful reductions in twelve years of sixty-six per cent have not by any means been due to any special concession to the public welfare, but to the fact that his roads had the capacity for an immense business, with a full equipment, but at the same time the freight must be carried at such rates as it would bear, or abandoned to his rivals. His interests were served by moving freight which would have availed itself of lake and canal transportation if he had not offered rates that made it desirable to ship it over his roads. A fuller illustration of the correctness of his statement is shown in the railway classification. Valuable goods are classified differently and charged higher rates, not merely for the insurance risk, nor that the cost of carriage is any greater, but that they will bear the higher rate without being materially felt by the shipper on account of the slight percentage of freight to value. Products of small value that will hardly bear transportation charges, are often moved at no profit, at times when business is dull. It is often found to be policy to keep men employed and cars moving if the freight pays simply the cost of transportation.

The roads reporting to this Board give a total of equipment of 2,562 locomotives and 85,206 cars, or a total value of about \$50,000,000. This is probably not far from the value of the equipment of the roads controlled by the Vanderbilt parties. The interest on this equipment at six per cent is \$3,000,000 per year, or \$8,219.18 per day. It is all important to keep this property employed, and the lowest rate can be made when all cars are fully loaded in both directions, and when all the wheels are kept moving.

Our views on this subject are expressed very fully by Edward Atkinson, one of the ablest collectors of statistics in this country, and one of the most philosophic writers on the relations of the railroad and the producer. He says "it cannot be too often repeated that the railway

"and the steamship have eliminated distance. The Western farm and "Eastern work-shop, the Southern plantation, and the Northern factory "have been brought near each other, and in the process the very lines "of railroad that have been most profitable to their owners, are the "specific lines that have performed the largest service at the least cost "to those who use them. One day's wages of a common mechanic in "Massachusetts, will pay the cost of moving his year's subsistence from "Chicago to Boston.

"When we consider this we may realize that Mr. Vanderbilt, and his "associates who led the way to the consolidation of railway service and "thus rendered low costs possible, were the great communists of the "day. They brought a community of subsistence, and carried abundance "to the door of the common laborer. For every cent they earned "in the railway traffic and added to their great fortunes, the people have "saved a dollar's worth of labor in the work of earning their subsistence "by the reduction of the charges that steadily accompanied the increase "of the traffic upon the railroads. It matters little whether their "motive was of pure selfishness, or enlightened self-interest, the result "is the same."

RAILROAD REPORTS.

Mr. Poor in his Manual for 1881, suggests that all railroads be required to report at one time. We might add that if some system of accounts that would cover all statistical information needed could be adopted, and uniformly reached, comparisons of great value could be made, and correct ideas of the cost and value of the service be obtained. This Board has struggled through five reports, and sought in every way to secure uniform information. The answers to very many questions asked being derived from different methods of keeping accounts, have been far from satisfactory, and very many things have been of necessity estimated by the Commissioners. If all the roads would make their reports on the 30th of June, and adopt the system recommended by the Railroad Commissioners, or some other, the information furnished would be the same from each, and the reports would give a much more intelligible statement of facts and conditions.

STRIKE OF THE FREIGHT HANDLERS IN NEW YORK.

During the past summer there was a strike among the men handling freight at the depots of the roads in New York. The strike was general and seriously hindered the forwarding of goods. We have no means

of knowing whether the wages paid these men were suitable compensation for their services or not. A strike is always unfortunate for the laborer who loses his time, and the employer who suffers in about the same ratio. It would seem that some plan might be devised by which the equities could be reached without this loss. The public, we think, rather sympathized with the freight handlers, and the commercial organizations of the city showed a strong disposition to force the railways to terms at advanced rates. The difficulties were finally adjusted in accordance with the law of supply and demand, which seems to be the final arbitrament of all such difficulties.

CAPACITY OF FREIGHT CARS.

Until within a few years the freight cars of the standard gauge roads were not allowed to carry more than ten tons of freight, and any excess of this amount was charged double rates as a penalty for overloading. The generally received opinion of the railroad manager was, that this was about the limit of capacity for eight wheeled cars. These cars then, as now, weighed not far from ten tons.

The introduction of the narrow gauge was heralded by the claim that the amount of dead weight was less to the load than could be carried on the standard gauge, the original cars weighing about five tons being rated for loads of seven and one-half tons. This seems to have set the reflecting railway manager to thinking whether the cars of the standard gauge might not be arranged to carry a similar proportion of tonnage to dead weight. The result has been that at the present time but few eight-wheeled cars of standard gauge are built with a carrying capacity of less than twenty tons. This seems to determine that there is greater economy in moving freight in cars of the greatest carrying capacity. This is one of the reasons why the rate per ton per mile is being reduced, as but little more power is required to haul thirty cars each loaded with twenty tons than loaded with ten tons. The expenses for train men are the same, and the cost and maintenance of cars about the same. If the narrow gauge road had done nothing more than educate the car builder and the railway manager as to the capacity to which cars could be increased with safety, it is worth to the public and the railway system all that it has cost.

A committee was appointed by the Master Car Builders Association to examine and report whether the carrying capacity of freight cars could be safely increased above twenty tons. They issued a circular in

which they state some of the most important advantages to be gained in transporting any given amount of tonnage in thirty ton cars, less cost of cars, of repairs, of dead weight, less number of way-bills, shorter trains, shorter side tracks, less number of brakes, journals to oil, wheels to inspect, and less number of train men. They submit the following table, showing the number of box cars required to transport 1,000 tons of freight, the cars of different capacities:

	With ten ton cars.	With twenty ton cars.	With thirty ton cars.
Number of cars to carry 1,000 tons	100	50	34
Weight of cars to carry 1,000 tons	1,000	550	412
Length of train to carry 1,000 tons	8,100	1,550	1,400
Cost of cars to carry 1,000 tons	\$ 57,000	\$ 30,000	\$ 21,450
Number of brake shafts, levers, and connec- tions to carry 1,000 tons	500	250	170
Number of brake heads, shoes, and wheels to carry 1,000 tons.....	900	450	306
Number of brake beams to carry 1,000 tons....	200	100	68
Number of draw-bar stops to carry 1,000 tons..	800	400	272
Number of draw-timber fixtures to carry 1,000 tons.....	400	200	136
Number of draw-bars to 1,000 tons.....	200	100	68
Number of bolster and draw-springs to 1,000 tons.....	600	300	204
Number of journal bearings to 1,000 tons.....	800	400	272
Number of journal boxes to 1,000 tons	800	400	272
Number of axles.....	400	200	136
Number of wheels	800	400	272
Weight of tracks.....	450 tons.	250 tons.	175 tons.

The committee submits a series of questions to the master car builders of the various roads, of which the following is the answer in at least three-quarters of the replies: That the difference between the cars of the capacity of twenty tons and ten tons, so far as wear and breakage of wheels, is very little; that greater weight is required in wheels, but not much; that the extra wear of journals is slight, if any; that there are no more hot boxes nor is better oil required; that the repairs to cars generally are no greater; that there is no more tendency to deflection in car bodies; that cars from thirty-four to forty feet in length can be run as safely as shorter. About one-half think the carrying capacity could be increased from twenty to thirty tons with economy, and that the size of journals and weight of wheels should be increased over the master car builder standard. The others seem to regard the twenty ton car a success, and think it unwise to

attempt to enlarge the capacity beyond that point. They were unanimous in the opinion that 1,000 tons of freight could be hauled with greater economy in twenty than ten ton cars.

The committee concluded that freight can be carried in thirty ton cars with as much safety and greater economy than in cars of less capacity, and recommend the building of a few cars as an experiment of thirty tons capacity, increasing the weight of wheels to five hundred and seventy-five pounds, and use the master car builders' standard axle, or a larger size.

The conclusions of a majority of the men who have devoted the most time and thought to this subject are valuable, interesting, and if correct, will go to form another factor in cheap transportation. The limit of weight in this case is probably a little more than five tons to the wheel. This is considerably less than the weight of the locomotives generally and successfully introduced on most of the roads. The general use of cars carrying thirty tons would be a reduction in the carriage of every thousand tons of paying freight, of the haulage of five hundred and eighty-eight tons of dead weight, or nearly sixty per cent over the ten ton car, and one hundred and thirty-eight tons or twenty-five per cent over the twenty ton car. The extra power required to haul the dead weight of the car has always been one of the heaviest burdens imposed on products that must be moved by rail. The effect of strong winds on a long train, particularly in a prairie country, has also seriously decreased the moving capacity of a given power. A thirty ton car would probably be as little affected by this as a ten ton car, and the percentage of its moving capacity would be correspondingly increased. The low grades, the steel rail, and the minimum percentage of dead to paying weight are three important factors in cheap transportation.

CONGRESSIONAL REGULATIONS.

There have been many suggestions as to congressional legislation in regard to railroads, and a multiplicity of views advanced. The Hon. Charles Francis Adams, Jr., prepared a bill for the last Congress by which he proposes to establish a bureau of the Interior Department, consisting of three commissioners who should exercise a supervision over that portion of the business of railroads that passes from one State or Territory to another, but limiting the supervision to questions of commerce between the States, and the methods of operation affect-

ing it. The duty of the commissioners was to investigate all complaints of discrimination of charges, or method of rendering service as a common carrier in commerce between the States by any railway corporations, to furnish copies of their findings to the railway companies, and the parties complaining, and also to the Secretary of the Interior.

The board should endeavor to procure the data necessary for the gradual enactment of an intelligent system of national legislation regulating inter-State commerce, and was required to make an annual report to the Secretary of the Interior.

The bill varies but little in the underlying principles from the Iowa Commissioner law, which was framed mainly from the Massachusetts law, probably Mr. Adams's plan, after having studied the workings of the commissioner system in England.

To use his own words, "the policy of Great Britain adopted in 1865, "was an expectant one. The railroad system was to be left to develop "itself in its own way as a recognized monopoly, held to a strict ac- "countability as such. Whenever it should appear that it abused its "privileges and power, then the time for action would have arrived. "To better watch over it an exceptional piece of government ma- "chinery was provided in the form of a board of commissioners, whose "duties were to hear complaints of private parties and intervene in "cases of difficulty between the companies themselves."

THE REAGAN BILL.

Mr. Reagan introduced a bill in Congress on December 19, 1881, which made it unlawful for the railway companies to charge or receive any greater or less amount of compensation from one person than another for like and contemporaneous service; that all charges must be reasonable; that all services shall be performed alike for all parties; that no rebates or drawbacks should be allowed; that pooling freights on different and competing roads, or any contract or agreement between them as to rates, should be unlawful; that schedules of rates, containing the classification, the stations, and the charges for hauling, storing, and handling, shall always be kept posted; that no schedule shall be changed until copies of the new schedule shall have been posted at least five days; and it shall be unlawful for any company to charge or receive either more or less than the schedule rates; that it shall be unlawful to charge more for a shorter than a longer distance

in one continuous carriage. That for a violation of this act, the corporation shall pay to the party damaged by greater charges, three times the amount of damage sustained, which in no case shall be assessed at less than five hundred dollars; and for each offense in addition, a penalty of one thousand dollars shall be recovered by the United States, one-half of which shall go to the informer; that it shall be the duty of the United States District-Attorney to prosecute, and the action shall be in the nature of an equity procedure; and that the parties accused shall be compelled to testify against themselves, and produce books and papers for the purpose of convicting themselves. The directors, officers, and managers, or agents, are made liable if they directly or indirectly aid or abet any infraction of the act, and are to be fined not less than one thousand dollars for each offense. The bill refers to car load lots, and is confined to inter-State commerce. It makes one exception: the roads may carry for the United States at less rates than for the general public. Many other bills were introduced, but generally betrayed a total lack of information or thought upon the subject, so that it is reasonable to suppose they were gotten up for home distribution, without any expectation of their being acted upon. There is, however, one exception; Senator McDill, of Iowa, introduced a bill in the Senate which provided for a board of railroad commissioners, three in number, one of whom should be a civil engineer with practical railroad experience, one familiar with the agricultural, commercial, and manufacturing interests of the country, and one a specialist in railroad questions or of approved legal attainments. That this board shall exercise a supervision over the transportation companies, limited, however, to inter-State commerce, whenever called upon to do so by the railroad commissioners of the several States, and all discriminating charges shall be investigated if desired by the complainants at the place where the cause of complaint originated; that it is the duty of the board to collect statistics bearing on inter-State commerce, and it may require annual reports from all persons or corporations engaged in inter-State commerce; that on the first day of October of each year, the commissioners shall make a report of their doings to the President of the United States, embodying such facts, statistics, and data, as are deemed important for the proper regulation of inter-State commerce; that the commissioners, in all cases of complaint of a violation of law, or the failure to perform the duties of a common carrier of inter-State commerce, shall give notice of their find-

ings to the parties interested and report the same to the President with recommendations in relation thereto; that every unjust discrimination against persons or places, that all extortions, that all concessions of rates or drawbacks, and all devices whereby one shipper or locality is given an undue advantage over another, are declared to be against public policy, and it is specially the duty of the commissioners to investigate such cases and report them fully in their annual report.

The bill introduced by Mr. Reagan met the combined hostility of the entire railroad interests of the country. It was contended that this bill prevented any discriminations, whether just or unjust; that the entire transportation business, to be a success, must be discriminatory in its character,—high rates were charged on valuable goods largely in excess of the cost of transportation and insurance, in order that more bulky and less valuable property could be moved at low rates. It was contended that the railroads were now carrying the products of the country cheaper than any form of railway transportation known; that the tendency of the bill would be to destroy the elasticity of the system; that the rates under the provisions of the bill must necessarily be increased. It was claimed that the pooling of earnings forbidden by the bill was beneficial rather than detrimental to the public interests, the pool being defined as “an agreement among “them for each to accept as its share of the competitive business at a “moderately remunerative rate common to all, what shall be judged “to be its just proportion by an umpire or board selected by them all “to make such apportionment.”

If every business interest is better served by reasonable uniform and steady rates than by those subject to constant and often extreme fluctuations, if every market is accessible to the shipper and variation of rates to different points due only to natural or acquired advantages, then their reasoning is correct, and any law prohibiting pooling works a hardship on the railway and the shipper. The railway companies object to being held strictly to posted rates; they claim that it is absolutely necessary to vary their rates at times to meet circumstances that constantly arise; that no one can be injured by change of rates if all parties under similar circumstances are treated alike.

Mr. Depew, in an argument before a railway committee of the New York legislature, gives the following illustration: They quarry the stone and manufacture cement at Roundout, a station on the line of the New York Central & Hudson River road. A large contract is to

be let at Indianapolis; at Louisville, within one hundred miles of Indianapolis, they manufacture cement as cheaply as at Roundout; the Roundout manufacturer can only compete for this contract by getting rates to Indianapolis as low as the Louisville manufacturer does. The New York Central and connecting lines, by carrying the freight at less than cost, enable him to get the contract; an important industry is kept going and sustained by this and like concessions; a large population is kept employed; the railroad company gets its pay by charges for supplying this community with what they eat, drink, and wear. His road does the same for the iron-smelter; it carries ore to his furnace for less than cost; a village is built up and a population brought together that pays back to the railroad for supplies and otherwise, largely more than the loss on the transportation of the ore. If every article must be carried below cost, because the iron and cement were, then the cement man and the iron man must either abandon their business or reduce its proportions to paying rates. The railway company and the locality, he claims, are both benefited by this low rate, and no one injured thereby, unless it may be the Louisville man, who has no business relations with the road.

If the manufacturing interests of Iowa are developed to any great degree it must be by the extension to them of special rates, and the only way in which the Iowa manufacturer can succeed is by special rates, to enable him to meet his competitors on equal terms. If the oat-meal manufacturers of central Iowa, as they have done recently, can place their goods in London and Glasgow for fifty cents per one hundred pounds, they can compete with the Scotchman on his own ground and in his own product; otherwise the oats must be fed to stock at home in the place of cheaper food. The railways get their support from the communities and interests they help to build up, and no other industry suffers if under similar circumstances all are treated alike.

For a violation of the law heavy penalties are enacted, one feature of which is peculiarly distasteful to fair minded men, that is the provision that one-half the penalty, which shall in no case be less than one thousand dollars, goes to the informer; that congressional legislation should, in cold blood, set the spy and the informer to destroying the prospering industries of the country, is to us monstrous. This character at his best estate is detestable, and if in the prosecution of criminals he is sometimes necessary, it is no reason why he should

be injected into, and made an instrument to rob the industrious. If parties are injured by the violation of law by these corporations, it is proper that their losses should be repaid, and that in addition they should be paid their reasonable expenses incurred in obtaining their rights; beyond this they have no legitimate claim, and any attempt to give them more is a more serious offense against justice than in charging them a higher rate for railway service than some one else. We regard punitive damages in this character of cases as injurious, and an exercise of arbitrary power utterly at variance with the principles of commercial legislation.

The exception to the ironclad law that railways may carry for the United States cheaper than for anyone else, is a striking proof that the underlying idea of perfect equality in all things should be sometimes varied. Why the government that makes the law should offer itself as the only exception to its provisions may be a subject of profitable study.

The bill offered by Senator McDill, like that of Mr. Adams, provides for a board of railroad commissioners. These two gentlemen have both served some time as railroad commissioners, and have educated themselves upon this subject with the same surroundings; both have spent years studying the subject from a philosophical standpoint, and with an eye to the best interests of their respective States and the general good of the country, have sought to fasten upon the transportation companies only such restraints as would benefit the public without injuring the service; that they have done this intelligently no one will question.

Senator McDill makes the commission an independent body and requires reports to be made to the President direct. Mr. Adams makes the commission a bureau of the Interior Department, and requires reports to be made to the Secretary. We think Senator McDill's bill is better, as the subject is too important to be made subsidiary to any of the departments. Senator McDill defines what shall be unlawful in the way of unjust discrimination, extortion, special rates, devices whereby one shipper receives an unjust advantage over another, and declares them to be against public policy. Mr. Adams leaves the determination of these matters to the commissioners. They both evidently contemplate a commission of high character as to its *personnel* and leave much to be developed in its workings. Both contemplate that this board shall collect the data from which an intelligent system of National legislation regulating inter-State railroad commerce shall be evolved.

DOMESTIC EXPORTS.

Mr. Nimmo says that the value of the domestic exports of the United States for the year ending June 30, 1871, was \$442,820,178; for the year ending June 30, 1881, was \$902,319,473, or an increase of \$459,499,295; that this increase is chiefly in the products of the Western and Northwestern States, a large proportion of which was transported to the sea-board by railroad, and he credits much of this increase to the reduction of rates from the Mississippi and Missouri rivers to the ocean. He says they were reduced from 1.77 cents per ton per mile in 1873 to 1.07 cents per ton per mile in 1881, a decrease of thirty-nine and one-half per cent.

No stronger argument could be presented to show that inter-State commerce flourishes best with the fewest restrictions possible, and it must be admitted that the West has been enriched by its freedom.

FREE CANALS IN NEW YORK.

This Board learns with great satisfaction that the amendment to the Constitution of the State of New York was passed at the November election by more than two hundred thousand majority. The effect of this is to free the canals from tolls and maintain them at the expense of the State. This course was probably necessary to hold the supremacy of the port of New York and prevent the grain of the West from seeking an outlet for Europe at New Orleans or other ocean ports.

We regard this as a great and permanent gain for the Western States, and a constant and reliable avenue for cheap transportation. The canal will always act as a regulator of rates from Chicago to New York, and will never furnish less facilities than it does now. It may in the future be so enlarged that the lake vessels will carry their cargoes to New York instead of making the transfer at Buffalo.

The influence the improvement of transportation facilities in one section of the country has upon another, is aptly illustrated by the abolition of tolls on the State canals of New York. The improvement of the Welland Canal and the deepening of the mouth of the Mississippi River naturally induced New York to look to her commerce. Cheapening of carriage over a part of the route to the sea-board will decrease the price paid to the producer, and the farther improvement of the Mississippi and tributaries will have a tendency to reduce far-

ther the cost of transportation, not only over that commercial highway, but over all competing routes to the sea-board.

POOLS.

During the summer past the Northwestern, the Chicago, Rock Island & Pacific, and the Chicago, Burlington & Quincy railroads meeting at Des Moines, disagreed concerning the distribution of freight, and a war of rates followed continuing till October, disturbing business for one hundred miles wherever Des Moines merchants competed with others within that distance.

The Chicago, Milwaukee & St. Paul, the Chicago, St. Paul, Minneapolis & Omaha, the Chicago, Rock Island & Pacific, the Burlington, Cedar Rapids & Northern, the Minneapolis & St. Louis, and the Illinois Central railroads operating in Iowa, are now cutting rates wherever they come into competition, disarranging business entirely throughout the State.

There is something startling in the reflection that the business of the whole Northwest should be deranged by misunderstandings between railroad men relative to their share of freight and passengers at given points, and the several deleterious results that attend and follow a war of rates are far reaching in their consequences. Weak railroads, built as competing lines are wrecked, and the investment lost to the owners. Merchants are ruined or paralyzed, when competitors can get goods for as much lower freights as more than equal customary profits. Non-competing points must make good the loss endured at the points where the cut rates carry freight and passengers for less than cost. Every station within competitive distance pays higher rates and suffers in consequence. Producers are charged too much at non-competing points, and the profits of their business unjustly curtailed, or entirely appropriated. Uncertainty prevails regarding future enterprise. Dissatisfaction ensues, and a sense of wrong results. There is no practical remedy under any existing law for any of the abuses mentioned. If a railroad cannot stand out against a stronger one it must succumb, and be eventually incorporated with some stronger line, thereby lessening the number who control our transportation systems. It is difficult to lay down a rule that would prevent unjust discrimination at every point, and difficult to fix a minimum rate, as the volume of business at any given point enables the carrier best to gauge the rate, but the burden of proof should rest on the car-

rier to show why car load lots going eastward from stations in Iowa should pay as much as lots from stations farther west. We have half the railroads of the world. Our railroads are fast developing every State and Territory. The evils incident are trivial in a general sense compared with the good consequent upon commercial development by rail. The community, however, is made up of the individuals composing it, and neither passion, prejudice, power, nor self, in him who controls a railroad, should be permitted to destroy the estate or prosperity of the individual, as cutting of rates during the past season and at present is doing in Iowa. The first requirement in transportation is a fair rate, and the next a steady rate. Our people are slow to complain of a high rate if it is unvarying, but when one town in the midst of an hundred gets unusually low rates, in consequence of cutting or pooling that the others cannot have, derangement follows that affects every business relation of the whole, and discontent ensues that reaches every relation in life. There is urgent need of a power commensurate with the jurisdiction of through railroads, that can interfere to settle differences between railroads, to prevent a railroad being wrecked, to prevent a town being unjustly discriminated against, and to whom an individual may go for justice be he the poorest citizen of the republic.

The strongest barrier in the way of instituting a power by the federal government able to deal with a railroad, or system of railroads, is the apprehension in the minds of railroad men that such a power would go too far. No power yet called into being has gone too far. Congress and State legislatures have created courts that are found competent, but too slow, and too expensive, for practical relief. The States have created commissions that are not likely to go so far that public opinion will not bring them back, but are gradually collecting facts for general information, and establishing precedents that will grow into codes of authority governing State commerce. State commissioners can establish no precedent that fails to meet the approbation of intelligent men in railroading and out of it. A federal commission need give no more apprehension to inter-State commerce, than a State commission gives to State commerce. It is to be hoped that it would gradually stop the practices prejudicial to commerce, that will be stopped, either this way or by methods more heroic.

The producer is often forgotten in fixing rates; nobody represents him; satisfaction may be general while he is unheard and overlooked;

unrest and dissatisfaction may be prevalent, while other classes are accommodated.

The most prominent complaints regarding rates are from non-competing points that suffer in competition with points where pool rates on one or more sides are lower. Farmers selling or buying at such points feel the discrimination more than the merchant, and the Commission in determining cases will be induced to regard the rates fixed at the competing points as *prima facie* fair and reasonable for like amounts of Iowa freight.

If the losses consequent upon the wars of rates that have prevailed in Iowa during the past season were equalized, and reductions in transportation of freight and passengers as much lower as the loss will make general incomes, increased travel would result, and encouragement given to the industries of the State that create freightage for the railroads. The Commission therefore are justified in recommending lower rates for freight and passengers uniformly distributed.

Iowa products that aggregate in the hands of individuals, like butter and meats, and in some instances live stock, and other products, command low through rates. The manufacturer, to be enabled to compete with more favorably located rivals, with regard to material and markets, has rates commensurate with his requirements. The wholesale dealer in the State, to be able to compete with his more formidable Eastern rival, requires rates, and gets them. The theory of the carrier is to ignore to some extent time and distance in overcoming the comparative disabilities of the growing industries of the State. Representatives of those industries have a hearing, can press their claims with detailed statements of facts. Heavy shipments are controlled by individuals who are acquainted with railroad men, who associate with them in public and private life, and who bring to bear the combined influences, knowledge of the situation and the advantages of association. There are classes in Iowa that possess none of these influences: that is the producer, the small shipper, and country merchant, and it is the especial duty of the Railroad Commission to see that they are not unjustly discriminated against.

Iowa railroads have about one thousand stations. Freight trains stop at each of them every day to gather the products of the State bound for markets abroad. It is very rare that reasons exist for giving one shipper lower rates for car load lots than can be had by all shippers. It is very rare that reasons exist for charging as much for

a given distance as for a longer distance. When unjust discrimination exists regarding shippers, or distance, it is nearly always at the expense of the carriers, and always makes resentment in the minds of those who are denied like favors.

Publicity of all that concerns the corporation will do more to correct abuses through enlightened public opinion than will speculative statute. We believe it due to the public, that when corporations are created to conduct undertakings too extensive for private enterprise, it should be made the duty of public officials to keep close watch over all their operations, making public full details of their growth, so that remedy may be suggested for abuse, the mysteries removed, and suspicion allayed in the public mind where no cause exists for it.

TERRITORIAL ASSIGNMENT.

The settlement of the war of rates that has been prevalent during this fall among the railroads on the theory that certain territory must be sacred to the uses of one or more companies and that no other shall build a competing line, is wrong, unwise, and alarming. If railroad building has arrived at a point where sections of the country must be left to the caprice of one railroad directory, very prompt measures should be adopted.

Public moderation has been asked while the railroad systems were being perfected; large freedom has been given while facts were being collected upon which to base judicious action. Annoying discrimination has been tolerated while development progressed. While different systems opened the way to different markets, the hope was lively that competition would gradually lower cost of carriage and industrial development justify lower rates to market. But when the element of territorial division arbitrarily stops the competition looked for, legislative interference should at once determine what rates are fair to the producer in such territory. Competition by water, competition of capital, competition of enterprise, are all negatived when territory is assigned exclusively to one combination. The arrangements by pooling and distributing have been understood as temporary, pending the coming of new factors into the transportation problem, and the encouragement given new manufacturing enterprises at general expense has been conceded pending the infancy of new industries; but, if assignment is made of territory to certain corporations, with agreed prohibition of competitive extension, the case is made and issue joined

it is then incumbent on the States and nation to determine the rights of all parties interested, so that producers, dealers, and consumers may be as well assured of their future as carriers.

The extension of new corporations into our State has resulted in competition in many articles, and at many points. Development of certain products, and increase in their value, has commanded lower rates. Year by year the products that commanded lower rates to the Eastern markets have increased in number, and the extension of railroads has multiplied the points where competition obtained. While this development continues, considerable flexibility in charges can be endured, because the carrier is adjusting himself to new relations and the producer is adjusting himself to the new world of commerce with which the railroad is bringing him into contact. Experiment goes on where the world has provided no common law, and social development very regularly follows commercial enterprise. When assignment of territory intervenes, the will of the carrier regarding rates takes the place of rates suggested by the circumstances that attend growth and change and the new factors they introduce, and at that juncture the will of the government should protect the producer, shipper, merchant, and consumer.

The fullest freedom compatible with safety should be allowed during growth; when growth stops, habits should be settled.

DEVELOPMENT.

The development of our State, through better farming, manufacturing, mining, wholesaling, and commerce by rail that is the hand-maid of these diversified industries, presents the transportation problem in a different view from that shown when agriculture in its less profitable shape was the principal party interested. Ten years ago the producer needed a low rate for bulky cheap articles. He was in debt at harvest, and compelled to market promptly. Stock-raising has superseded grain-raising to a great extent, and a railroad car carries to market much more value than it did a decade ago.

The perfection and extension of the dairy has solved the transportation problem to him who keeps the cow. Manufacturing cities are springing up and are vitally interested in fair uniform rates on incoming material and outgoing product. Competing cities engaged in manufacturing and wholesaling suffer more now from the inability of carriers to arrange uniform rates than any class in Iowa suffers from

excessive rates. Farmers in eastern and central Iowa can wait for markets, such is their financial independence generally, but the merchant, the manufacturer, and wholesaler cannot stop business for a day without serious inconvenience and loss.

A small per cent of the complaints made to this Board are from farmers concerning rates, and those that complain are generally aggrieved concerning bulky cheap products. It appears then that as the State grows and exports from it change from low-priced to high-priced, a different class becomes vitally interested in transportation. It is the duty of this Board to get fair usage for the most modest citizen, but it is pleasant to notice as the citizen changes his business from an exporter of corn to an exporter of butter, meat, or wool, he helps himself as far as transportation is concerned.

No pool, or division of business, or agreement of rates, however sacred, is strong enough to prevent the owner of one hundred head of cattle from getting a special rate on some road his stock can travel to, but a city is fixed as the railroad that waits upon it is fixed. Its merchants are at its mercy and its manufacturers and wholesalers must have as low rates as their competitors in neighboring towns or their business suffers. The self-interest of railroad men generally protects the business man in town, but, during the past season very great differences in rates to towns in this State equidistant from Chicago, have caused loss, inconvenience, and lively apprehension. This state of affairs regarding the business men of our cities is the most interesting and important feature of the transportation question, as it affects Iowa people at present. The condensation of raw material into more valuable products places the manufacturer between the farmer and transporter, and it is vital to the prosperity of the State that he have a uniform rate as well as a fair rate, and, also, that his rate corresponds with that of his competitor in neighboring towns. Iowa merchants have gone to Eastern distributing and wholesaling points heretofore for goods to supply the retail trade. Within a few years several enterprising cities in our State have been building up wholesaling establishments. They buy direct from Eastern factories, and in many instances buy from manufacturers in Iowa, thus perfecting our society and industries, and retaining all the profits of such business within the State. When transportation charges from Eastern importing cities and manufacturing towns vary considerably to competing towns in Iowa, the difference often exceeds the profits of the merchant

and entails loss or ruin. Want of ability to prevent the above mentioned conditions relative to manufacturing and wholesaling, seems quite as evident as disposition to disturb commercial harmony. These evils are mostly beyond State jurisdiction and call loudly for remedy or prevention. The railroad freight agent who has studied the details of his office so as to become an expert in his line of business, with dividends to the stockholders and harmony with competitors as his aim in life, may not comprehend the wants of the producer as progression in the departments of the farm requires more extensive and more minute consideration. Nor can he be expected to add a thorough knowledge of diversified industry in a rapidly developing country to the knowledge of his peculiar vocation, the most exacting on earth. He fears interference, and uses his influence to prevent it. He is in charge of the most potent agent that serves the civilization of the century, and doubts the consequences of unskilled meddling. He staggers often under the weight of growing responsibility and demonstrates that in the wise conservation of varied interests, varied experience should be consulted, and when the industries of a State are affected by misunderstandings between carriers, and the State is helpless to protect its citizens, and can neither prevent discrimination nor preserve harmony, the Nation should supply the lacking power.

PETER A. DEY,
A. R. ANDERSON,
JAMES WILSON,

Commissioners.

Attest:

E. G. MORGAN, *Secretary.*

COMPILATION
OF
RAILROAD RETURNS.

TABLE I.
CAPITAL STOCK.

RAILROADS.		Miles.	Paid in.	Per mile.	Issued.	Commons.	Preferred.	Amount held in lowers.	No. of stockholders.	Ents in lower.
Burlington, Cedar Rapids & Northern	632.46 \$	6,600,000,000 \$	8,698,340 \$	5,504,000,000 \$	5,500,000,000 \$	5,500,000,000 \$	2,070,000,000	235,900,000	725	..
Chicago, Burlington & Kansas City	142.00 ..	5,890,000,000 ..	20,296,44 ..	5,890,000,000 ..	3,760,000,000 ..	3,760,000,000 ..	2,070,000,000 ..	235,900,000 ..	1,376	7
Central Iowa	3,522.75	60,255,096,51	17,986,00	63,285,096,51	5,735,056,71	5,735,056,71	15,105,483,00	68,775,00	5,500	75
Chicago, Burlington & Quincy	310.99	6,735,656,71	18,384,10	8,387,00	20,404,261,00	20,404,261,00	1,020	16,300,00	5,732	75
Kansas City, St. Jo. & Council Bluffs	4,248.92	35,609,744,00	8,387,00	35,509,744,00	60,211,650,53	38,000,865,97	22,210,844,56	1,300,00	1,020	6
Chicago, Milwaukee & St. Paul	2,823.46	60,211,650,53	21,325,48	60,211,650,53	3,916,200,00	3,916,200,00	2,414,400,00	3,916,200,00	1,495	4
Chicago & Northwestern	81.84	3,916,200,00	47,851,90	27,809,20	7,620,000,00	6,880,460,00	2,070,000,00	769,600,00	241,400,00	445
Cedar Rapids & Missouri River	274.01	7,620,000,00	906,300,00	10,805,72	906,300,00	906,300,00	1,020	105,300,00	545	28
Des Moines & Minneapolis	57.94	655,000,00	8,122,34	655,000,00	655,000,00	655,000,00	1,300	158,600,00	13	4
Maple River	72.91	41,960,000,00	37,182,10	41,960,000,00	41,960,000,00	41,960,000,00	1,300	158,600,00	138	7
Chicago, Rock Island & Pacific	1,117.19	4,125,100,00	5,451,50	4,125,100,00	2,600,400,00	2,600,400,00	1,524,600,00	1,524,600,00	1,213	20
Keokuk & Des Moines	162.20	29,333,106,66	29,275,49	29,333,106,66	18,573,283,33	10,759,938,33	1,269	1,269	1,269	..
Chicago, St. Paul, Minneapolis & Omaha	1,001.97	8,50 ..	8,50 ..	8,50 ..	71,500,00	71,500,00	71,500,00	71,500,00	6	9
Crooked Creek	82.70	3,758,280,00	45,444,74	3,758,280,00	3,000,000,00	758,280,00	16,050,00	16,050,00	62	3
Des Moines & Ft. Dodge	63.20	565,460,00	8,996,84	565,460,00	158,600,00	158,600,00	410,000,00	529,100,00	23	12
Dubuque & Dakota .....	..	..	..	..	..	..	..	..	..	..
Illinois Central	75.58	1,686,500,00	20,991,00	1,686,500,00	1,586,500,00	1,586,500,00	243,82	30,200,00	90	7
Cedar Falls & Minnesota	142.89	5,000,194,45	35,039,90	5,000,194,45	5,000,194,45	4,999,360,63	4,999,360,63	394	394	394
Dubuque & Sioux City	183.69	4,925,000,00	25,170,12	4,925,000,00	4,625,000,00	4,625,000,00	4,000,000,00	59,600,00	384	13
Iowa Falls & Sioux City	350.50	9,588,700,00	27,396,00	9,588,700,00	9,588,700,00	9,588,700,00	4,000,000,00	197	197	197
Minneapolis & St. Louis	107.42	2,068,400,00	19,265,96	2,068,400,00	1,889,460,00	1,889,460,00	1,300,000,00	34,500,00	85	12
Sioux City & Pacific	183.00	3,120,000,00	18,688,52	3,120,000,00	3,420,000,00	3,420,000,00	2,070,000,00	1,300,000,00	85	12
St. Louis, Keokuk & Northwestern	2,491.30	49,369,700,00	20,094,47	49,369,700,00	49,369,700,00	26,926,500,00	23,063,200,50	23,063,200,50	..	..
Wabash, St. Louis & Pacific .....	..	..	..	..	..	..	..	..	..	..
NARROW GAUGE ROADS.	38.37	148,316,41	4,364,08	148,316,41	143,316,41	143,316,41	143,316,41	143,316,41	420	420
Burlington & Northwestern	40.00	201,450,00	5,000,00	201,450,00	201,500,00	201,500,00	201,450,00	201,450,00	19	15
Des Moines, Ossceola & Southern	41.00	315,100,00	7,683,00	315,100,00	315,100,00	315,100,00	206,500,00	206,500,00	86	66
Ft. Madison & Northwestern	5.00	60,000,00	12,000,00	60,000,00	60,000,00	60,000,00	60,000,00	60,000,00	25	25
Cedar Rapids & Marion .....	..	..	..	..	..	..	..	..	..	..
Total	18,548.09	345,918,606.27	18,649.22	345,918,606.27	263,757,402,56	82,161,184.71	2,098,341.41	22,252	..	..

COMPILATION OF RETURNS.

57

TABLE II.
DEBT.

RAILROADS.		Miles.	Paided debt.	Outstanding debt.	Total debt.	Debt per mile.	Stock and debt per mile.	Stock and debt.
Burlington, Cedar Rapids & Northern	\$682,463	9,009,000.00	\$ 265,017.07	\$ 9,314,617.07	\$ 16,088,654	\$ 14,814,717.07	\$ 24,386,74	\$ 22,304,97
Chicago, Burlington & Kansas City	1,621.0	5,739,000.00	263,305.77	5,739,000.00	19,054.79	11,069,000.00	40,191.28	32,304.97
Central Iowa.	287.60	5,739,000.00	.....	60,860,750.00	10,990.00	12,116,046.51	34,940.00	34,940.00
Chicago, Burlington & Quincy	8,622.75	59,853,750.00	.....	5,777,174.51	5,777,174.51	18,466.95	31,019,831.22	38,541.05
Kansas City, St. Jo & Council Bluffs	310.99	5,777,174.51	.....	5,288,846.60	85,086,000.00	20,061.00	120,746,980.60	28,418.05
Chicago, Milwaukee & St. Paul	4,248.92	83,643,000.00	1,651,904.58	4,620,304.58	69,565,946.03	91,384.94	126,771,457.16	45,722.42
Chicago & Northwest.	64,941	528,1500.00	4,620,304.58	43,721.26	816,224.26	4,021.61	4,240,124.26	62,473.41
Ottego, Iowa & Nebraska.	81.94	528,1500.00	.....	100,514.78	3,714,634.78	13,034.20	11,394,158.78	41,363.40
Cedar Rapids & Missouri River.	721.01	3,611,000.00	7,808.00	607,805.00	10,600.00	1,014,104.00	26,405.74	26,405.74
Des Moines & Minneapolis	67.34	600,000.00	.....	82,820.39	603,800.59	8,291.72	1,261,820.00	18,404.06
Maple River.	72.01	621,000.00	.....	17,500,000.00	17,500,000.00	15,507.31	85,460,000.00	62,689.41
Chicago, Rock Island & Pacific	1,117.19	17,500,000.00	.....	2,750,000.00	2,750,000.00	16,984.60	46,576,000.00	42,586.00
Keokuk & Des Moines	169.20	10,546,675.00	.....	10,546,675.00	10,546,675.00	19,084.24	46,570,941.96	46,582.73
Chicago, St. Paul, Minneapolis & Omaha	1,001.97	10,546,675.00	.....	24,088.18	24,088.18	2,838.08	93,988.18	11,246.84
Crooked Creek.	8.10	2,384,000.00	104,800.00	2,438,800.00	26,489,72	6,197,080.00	74,134.46	18,065.98
Des Moines & Ft. Dodge	82.70	1,630,000.00	.....	630,000.00	9,988.61	1,198,000.00	18,065.98	18,065.98
Dubuque & Dakota.	63.20	1,630,000.00	.....	.....	.....	.....	.....	.....
Illinoi Central—	.....	.....	.....	.....	.....	.....	.....	.....
Cedar Falls & Minnesota.	75.68	1,487,000.00	.....	1,487,000.00	20,987.62	3,178,400.00	41,488.62	41,488.62
Dubuque & Sioux City.	142.80	872,000.00	.....	872,000.00	6,110,72	5,872,194.45	41,150.62	41,150.62
Iowa Falls & Sioux City.	182.69	2,947,50.00	1,644,471.82	3,981,914.82	16,882.57	7,716,557.45	42,302.68	42,302.68
Minneapolis & St. Louis.	850.70	5,789,000.00	1,759,501.76	7,941,501.76	21,614,89	17,380,301.75	46,613.61	46,613.61
Saint Paul & Pacific.	107.42	3,226,320.00	2,380,787.21	5,613,107.21	62,633.11	7,117,937.21	71,787.37	71,787.37
St. Louis, Keokuk & Northwestern.	183.00	3,180,000.00	214,388.87	3,398,388.87	18,4570.46	6,815,383.87	87,322.98	87,322.98
Wabash, St. Louis & Pacific.	2,491.20	69,383,758.27	5,724,670.35	75,080,328.62	80,130.20	126,040,028.62	50,184.07	50,184.07
Burlington & Northwest.	38.37	220,000.00	6,700.00	226,700.00	5,908.26	370,016.41	9,643.37	9,643.37
Des Moines, Ossceola & Southern.	40.00	280,000.00	.....	280,000.00	7,000.00	481,500.00	12,000.00	12,000.00
Ft. Madison & Northwestern.	41.00	180,000.00	.....	78,368.35	226,363.65	6,670.00	643,153.65	13,231.00
Oedar Rapids & Marion.	6.00	.....	.....	.....	.....	60,000.00	12,000.00	12,000.00
Total	18,648.69	388,782,177.78	17,446,150.23	386,228,328.01	20,822.40	732,146,831.28	39,471.62	39,471.62

TABLE III.
COMPARATIVE TABLE OF CAPITAL STOCK FOR THE YEARS ENDING JUNE 30, 1878, 1879, 1880,
1881, AND 1882.

RAILROADS,	1878.	1879.	1880.	1881.	1882.
\$ 6,500,000.00	\$ 6,500,000.00	\$ 6,500,000.00	\$ 6,500,000.00	\$ 6,500,000.00	\$ 6,500,000.00
1,793,764.00	1,933,769.00	1,793,000.00	1,793,000.00	1,793,000.00	1,793,000.00
5,071,055.00	5,071,055.00	5,071,000.00	5,071,000.00	5,071,000.00	5,071,000.00
21,723,916.61	30,392,936.57	32,248,576.61	55,692,495.51	63,256,065.61	63,256,065.61
2,768,413.66	2,789,413.66	2,796,356.71	3,205,356.71	5,735,666.71	5,735,666.71
38,524,445.59	40,380,748.60	36,499,934.00	28,354,744.00	35,609,744.00	35,609,744.00
36,938,650.63	36,938,650.63	36,938,650.63	58,568,160.63	60,211,660.63	60,211,660.63
3,916,200.00	3,916,200.00	3,916,200.00	3,916,200.00	3,916,200.00	3,916,200.00
7,630,000.00	7,630,000.00	7,630,000.00	7,630,000.00	7,630,000.00	7,630,000.00
165,184.39	166,500.00	166,500.00	166,500.00	166,500.00	166,500.00
635,000.00	638,000.00	638,000.00	638,000.00	638,000.00	638,000.00
20,432,200.00	30,285,200.00	46,085,000.00	41,990,000.00	41,980,000.00	41,980,000.00
2,800,000.00	2,800,000.00	9,200,000.00	12,560,000.00	29,383,166.66	29,383,166.66
71,710,000.00	1,843,100.00	71,500,000.00	71,500,000.00	71,500,000.00	71,500,000.00
4,000,000.00	1,843,100.00	1,843,100.00	1,843,100.00	1,843,100.00	1,843,100.00
1,586,500.00	1,686,500.00	1,686,500.00	1,686,500.00	1,686,500.00	1,686,500.00
4,998,930.62	4,999,930.62	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00
4,626,000.00	4,625,000.00	4,625,000.00	4,625,000.00	4,625,000.00	4,625,000.00
2,065,400.00	2,068,400.00	2,068,400.00	2,068,400.00	2,068,400.00	2,068,400.00
1,460,075.00	1,460,075.00	1,460,075.00	1,460,075.00	1,460,075.00	1,460,075.00
NARROW GAUGE ROADS.					
Burlington & Northwestern.....	135,442.43	138,045.89	138,986.46	143,143.91	143,316.41
Des Moines, Ocean & Southern.....	.....	11,100.00	212,400.00	242,400.00	201,500.00
Des Moines & Northwestern.....	.....	.....	40,000.00	40,000.00	315,100.00
Ft. Madison & Northwestern.....	.....	.....	18,000.00	18,000.00	60,000.00
Cedar Rapids & Marion.....	.....	.....	.....	.....	.....
Total.....	183,488,642.54	185,614,375.77	264,482,954.21	288,713,878.86	345,918,606.27

TABLE IV.

COMPARATIVE TABLE OF DEBT FOR THE YEARS ENDING JUNE 30, 1878, 1879, 1880, 1881, AND 1882.

RAILROADS.	1878.	1879.	1880.	1881.	1882.	Rate of interest on indebtedness.
Burlington, Cedar Rapids & Northern.....	\$ 6,797,382.10	\$ 6,500,000.00	\$ 7,274,412.54	\$ 8,464,387.18	\$ 9,314,617.07	6,6,7
Chicago, Burlington & Kansas City	3,084,000.00	3,088,000.00	3,639,158,53.00	3,700,000.00	4,533,305.77	4
Central Iowa.....	4,905,644.90	4,892,000.00	3,806,210.00	3,739,000.00	59,860,750.00	4,6,7,10
Chicago, Burlington & Quincy.....	26,634,825.00	26,753,200.00	20,073,625.00	60,652,225.00	4,5,6,7,8	
Kansas City, St. Jo. & Council Bluffs.....	7,500,128.72	8,072,715.93	7,489,474.51	8,307,474.51	5,777,174.51	7
Chicago, Milwaukee & St. Paul.....	26,048,383.99	38,491,239.26	49,980,031.12	74,615,100.00	85,236,846.00	5,6,7,7,8
Chicago & Northwestern.....	34,641,914.26	34,641,704.05	41,862,246.29	63,671,756.18	69,663,306.63	5,6,7,8
Chicago, Iowa & Nebraska.....	727,000.00	676,200.00	635,258.54	470,665.97	378,234.26	5,7
Chicago, Iowa & Mississippi River.....	3,831,241.32	3,718,632.00	3,708,292.56	3,722,840.79	3,714,805.78	7
Des Moines & Minneapolis.....	300,718.75	453,270.88	406,000.00	406,000.00	607,805.78	7
Maple River.....	503,037.50	17,750,000.00	17,750,000.00	17,801,600.00	603,820.39	6,7
Chicago, Rock Island & Pacific.....	18,093,274.98	2,634,240.00	5,695,428.17	2,750,000.00	17,560,000.00	6,7
Keokuk & Des Moines.....	2,866,500.00	40,000.00	20,000.00	20,000.00	2,750,000.00	5
Chicago, St. Paul, Minneapolis & Omaha.....	2,178,000.00	2,210,700.00	2,210,750.00	2,350,000.00	19,546,675.00	6,7,8,10
Crooked Creek.....	.....	.....	.....	.....	24,098.18	6
Des Moines & Ft. Dodge.....	.....	.....	.....	.....	2,438,860.00	6,6
Dubuque & Dakota.....	.....	.....	.....	685,234.39	630,000.00	6
Illinoia Central.....	.....	.....	.....	.....	.....	6
Cedar Falls & Minnesota.....	1,658,500.00	1,566,600.00	1,478,000.00	1,687,000.00	1,687,000.00	7
Dubuque & Sioux City.....	882,000.00	882,000.00	882,000.00	882,000.00	872,000.00	7
Iowa Falls & Sioux City.....	2,952,254.56	3,031,804.56	3,030,657.52	3,080,657.52	3,091,874.52	7
Minneapolis & St. Louis.....	.....	86,000.00	2,900,318.49	.....	7,541,601.75	6,7
St. Louis City & Pacific.....	4,405,679.77	4,505,818.09	3,586,077.05	5,067,384.31	5,643,107.21	6
St. Louis, Keokuk & Northwestern.....	1,800,000.00	1,800,000.00	41,639,501.73	62,171,458.82	3,388,333.87	6
Wabash, St. Louis & Pacific.....	60,000.00	66,000.00	220,000.00	220,000.00	75,080,326.62	7
Burlington & Northwest Gauge Roads.....	.....	.....	.....	.....	226,700.00	7,8
Des Moines, Oceola & Southern.....	.....	.....	.....	.....	280,000.00	7,7
Ft. Madison & Northwestern.....	.....	.....	.....	.....	238,363.55	7
Total.....	160,380,739.52	162,979,839.42	226,551,426.04	307,585,618.03	386,228,328.01	

TABLE V.
COST.

RAILROADS.		Miles.	Road	Equipment per mile.	Depotment per mile.	Total for road and equipment.	Total per mile.	Proprietary for Iowa.
Burlington, Cedar Rapids & Northern	632.46	\$ 12,077,326.63	\$ 19,095.86	\$ 1,702,908.34	\$ 2,692.61	\$ 13,780,294.97	\$ 18,560,355.92	
Chicago, Burlington & Kansas City	142.90							
Central Iowa	287.60							
Chicago, Burlington & Quincy	3,622.75	71,444,631.10	20,293.00	15,844,460.04	4,496.00	4,613,980.57	31,788.45	2,470,490.10
Kansas City, St. Jo & Council Bluffs	3,103.59	10,654,650.04	34,126.62	1,353,034.04	4,329.71	11,639,568.77	40,122.98	11,630,568.77
Chicago, Milwaukee & St. Paul	4,248.92							
Chicago & Northwestern	2,823.46	4,652,672.29	66,971.80	11,459,491.59	41,821.44	11,459,491.59	62,747.73	2,235,250.67
Chicago, Iowa & Nebraska	81.84							
Cedar Rapids & Missouri River	274.01	11,459,491.59	41,821.44	11,459,491.59	41,821.44	11,459,491.59	60,672.29	10,564,416.69
Des Moines & Minneapolis	67.34							
Maple River	76.91	1,165,352.17	15,382.48	1,165,352.17	1,165,352.17	1,165,352.17	1,148,850.25	1,173,500.00
Chicago, Rock Island & Pacific	1,117.19	60,404,108.63	45,116.86	7,015,777.68	6,082.35	57,419,655.91	61,380.70	30,930,651.98
Chicago, St. Paul, Minn. & Omaha	1,001.67							
St. Paul	8.50							
Crooked Creek	83.70							
Des Moines & Ft. Dodge	63.90	1,202,873.00	19,032.80	34,894.35	552.12	1,237,757.35	73,607.23	6,094,280.00
Omniibus & Dakota								
Illinoian Central								
Cedar Falls & Minnesota	75.68	3,173,500.00	41,988.63			3,173,500.00	41,988.62	3,173,500.00
Dubuque & Sioux City	14,153.9	5,883,603.00	41,210.93			5,883,603.00	41,210.93	5,883,603.00
Iowa Falls & Sioux City	181.69	7,653,000.00	41,229.40			7,653,000.00	41,229.40	7,653,000.00
Minneapolis & St. Louis	350.50	14,462,626.43	41,262.84	2,088,404.10	6,958.25	16,531,030.63	50,932.00	6,535,667.32
Saint Paul, Keokuk & Northwestern	107.42							
St. Louis, Keokuk & Pacific	788.00	6,622,315.50	36,875.17	36,000.00	196.72	5,426,659.18	50,618.15	5,033,497.38
Wabash, St. Louis & Pacific	2,491.20							
Burlington & Northwestern	38.37	330,724.77	8,619.77	61,783.84	1,181.32	392,508.61	9,801.09	392,508.61
Des Moines, Osceola & Southern	40.60	214,0.00	6,380.00	66,000.00	1,060.00	280,000.00	7,000.00	280,000.00
Ft. Madison & Northwestern	41.90							
Cedar Rapids & Marion	5.00							
Total	18,386.40	201,360,891.35				28,203,262.95	669,722,467.04	36,413.81
								18,570,722,321.81

COMPILATION OF RETURNS.

61

TABLE VI.
EARNINGS.

RAILROADS.	PASSENGER DEPARTMENT.			FREIGHT DEPART- MENT.			Reported per mile of earnings for 1898.	Reported per mile of earnings for 1898.
	Pas- enger, etc.	Ton- nes.	Miles.	Per train miles.	Per freight miles.	Per train miles.		
Burlington, O. R. & Northern	\$ 638,715,901	20,302,531	\$ 687,385,421	.9751	\$ 1,961,269,921	1.8545	\$ 4,200,000	\$ 2,655,405,343
Chicago, Bur. & Kansas City	61,142,19	6,032,24	84,532,45	.76,492,08	171,148,79	1.66	48,550,19	247,047,57
Central, Iowa	24,394,25	5,062,75	27,259,145	1,256	850,001,05	1.6889	48,550,19	1,170,580,59
Chicago, Burlington & Quincy	1,3,0,562,38	67,250,45	10,01,01,60	1,015,05,07	4,653,471,45	2.18	74,860,35	57,583,98
Kan. City, St. J. & C. Blues	614,748,58	80,692,05	660,553,82	1.10	1,102,658,77	2.18	1,863,000,94	24,922,63
Chicago, Milwaukee & St. Paul	4,719,638,19	61,730,40	6,671,633,54	1.44	13,102,184,64	1.71	268,071,39	4,682,94
Chicago, Milwaukee & St. Paul	5,255,810,20	36,002,04	411,805,19	0,023,617,49	1,913,17,185,206,80	2,1106	192,888,77	5,789,481,57
Chicago, Rock Island & Pacific	2,983,637,00	276,765,74	216,229,96	3,288,381,72	1.62	0,128,811,64	7,760,609,47	7,599,483
Chicago, St. P., Minn. & Omaha	1,186,734,91	67,116,55	1,380,715,85	1,549,07	8,320,977,00	1.084	203,968,08	4,545,14
Crooked Creek	577,35	363,35	941,82	1.41	9,864,87	1.084	10,820,10	1,278,67
Des Moines & Ft. Dodge	105,762,41	4,760,04	6,535,40	115,853,85	302,639,10	2.55	417,887,95	5,73,45
Dubuque & Dakota	14,780,32	632,81	810,21	16,071,31	63,946,44	1.57	2,40,79	1,80,577
Illinois Central	688,840,91	21,862,78	38,78,56	644,632,26	1.74	1,314,294,05	82,458,97	82,458,97
Minneapolis & St. Louis	261,636,46	22,144,42	205,595,21	1,136	1,188,288,27	1.3108	10,767,42	4,870,74
Sioux City & Pacific	228,231,96	12,049,41	16,260,90	252,501,27	1,1976	1,480,981,34	847,404,25	1,483,876,48
St. Louis, Keokuk & Northw'n	110,340,89	6,812,10	16,610,45	142,863,44	207,744,88	10,641,60	75,070,21	340,332,83
Wabash, St. Louis & Pacific	3,619,288,38	420,168,55	316,763,72	4,388,113,46	.944	11,286,268,00	4,762,63	355,170,80
Kankakee Roads	15,327,38	832,06	1,689,00	17,692,49	42,928,27	.7004	15,644,571,45	1,267,108,76
Burlington & Northwestern	2,424,36	168,38	470,26	3,087,09	.31	17,087,43	20,776,32	6,620,70
Cedar Rapids & Marion	13,736,54	60,00	13,790,54	60,00	1,089,707,39	1.69	18,706,14	2,175,43
Total	21,759,616,01	1,862,688,90	1,723,221,26	25,945,626,17	1.36	66,383,972,66	1.69	58,023,986,08

TABLE VII.
OPERATING EXPENSES.

RAILROADS.		Miles operated.	Maintenance of way.	Motive power and cars.	Conducting railroad.	General expenses.	Total.	Per mile of road.	Per train mile.	Proportion for lower.	Proportion for higher.
Burlington, Cedar Rapids & Northern.....	\$566,00	\$ 658,731.09	\$ 269,476.48	\$ 76,783.91	\$ 153,795.01	\$ 1,739,276.49	\$ 2,918.25	\$8480	\$1,605,191.40		
Chicago, Burlington & Kansas City.....	181,10	137,310.59	84,291.30	20,697.70	265,994.98	1,469.58	1,469.58	171,941.46			
Central Iowa.....	292,66	261,927.26	105,450.79	261,392.05	169,371.57	9,522.07	1,012				
Chicago, Burlington & Quincy.....	800,14	1,046,869.76	810,286.67	1,553,751.24	761,300.98	4,162,355.84	6,201.69	4,162,246.54			
Kansas City, St. Jo. & Council Bluffs.....	312,50	433,415.17	163,369.94	463,391.61	161,616.59	1,243,794.51	3,980.14	1,119	250,102.02		
Chicago, Milwaukee & St. Paul.....	4,026,00	2,405,525.43	1,36,368.12	5,388,683.47	1,670,044.03	10,601,541.11	2,633.27	.91	2,274,889.02		
Chicago & Northwestern.....	3,072,77	3,510,867.59	1,828,567.46	6,199,990.49	1,141,058.00	12,650,503.64	3,270,684.07				
Chicago, Rock Island & Pacific.....	1,380,42	2,107,056.85	1,108,211.35	3,410,387.26	982,619.24	7,608,383.70	5,611.27	1,02			
Chicago, St. Paul, Minneapolis & Omaha.....	1,404,82	429,463.97	486,062.59	1,632,069.20	387,617.04	2,896,762.80	2,833.10				
Crooked Creek.....	8,50	3,321.25	433.95	4,722.05	1,959.60	1,252.56	1,476.75				
Des Moines & Ft. Dodge.....	88,10	74,311.74	56,796.49	84,414.57	41,212.56	266,715.36	2,913.58	1,28	250,715.36		
Dubuque & Dakota.....	63,20	15,657.10	2,734.45	20,318.41	8,925.30	47,625.26	763.57		47,625.26		
Illinois Central & St. Louis.....	462,16	277,586.71	186,228.64	461,761.88	168,045.12	1,043,619.35	2,693.04		1,043,619.35		
Minneapolis & St. Louis.....	350,50	246,160.11	174,658.69	664,139.31	130,551.09	1,175,406.20	3,383.61				
Sioux City & Pacific.....	313,39	247,321.00	71,162.20	243,367.46	154,507.53	1,175,406.20	7,446				
St. Louis, Keokuk & Northwestern.....	3,533,00	183,500.63	47,457.47	154,258.93	32,926.97	418,184.10	2,285.83				
Wabash, St. Louis & Pacific.....	3,395,00	4,301,513.36	1,468,446.88	5,482,111.78	1,897,782.64	13,169,854.66	3,865.10				
NARROW-GAUGE ROADS.											
Burlington & Northwest.....	62,30	9,226.84	6,978.75	18,637.86	6,892.86	41,656.30	794.67				
Ft. Madison & Northwestern.....	16,00	2,138.68	953.26	3,421.08	1,502.60	8,313.34	41,556.30				
Cedar Rapids & Marion.....	5,00	2,388.69	1,270.18	6,590.12	2,296.61	11,821.00	2,384.20				
Total.....	16,514,46	16,354,670.75	7,902,801.06	26,634,696.17	7,884,463,5568	77,76,47,53	3,632.64	.75	20,612,893.05		

COMPILATION OF RETURNS.

63

TABLE VIII.
SUBDIVISION OF EXPENSES IN OPERATING ROADS.

RAILROADS.	General superintendence.	Legal expenses.	Insurance.	Stationery, blanks, etc.	Advertisers and for- eign guests.	Miscellaneous and contingencies.	Total taxes paid.	Expenses of bridges and tunnels.	Expenses of buildings.	Expenses of roads and revenue- geto.
Burlington, Cedar Rapids & Northern	\$ 49,225.62	\$ 6,742.74	\$ 3,675.00	\$ 13,267.45	\$ 21,996.74	\$ 11,396.39	\$ 47,489.17	\$ 273,099.67	\$ 66,688.26	\$ 45,546.02 \$ 27,891.69
Chicago, Rock Island & Pacific	14,372.04	471.37	102.94	4,900.12	36,127.83	5,067.75	66,223.73	5,067.59	6,573.98	
Central Iowa	27,127.39	8,618.32	2,413.16	8,646.29	60,292.08	23.00	21,538.46	96,369.86	28,591.18	4,797.02
Chicago, Burlington & Quincy	219,063.06	24,405.15	3,369.99	31,357.58	334,023.39	126,378.50	834,862.17	116,026.04	73,668.48	34,353.06
Kansas City, St. Jo. & Council Bluffs	60,957.04	67,286.40	11,136.16	16,659.36	23,295.67	36,000.00	214,098.77	42,867.90	29,121.30	23,680.95
Chicago Milwaukee & St. Paul	313,258.93	67,606.70	46,096.58	31,052.56	141,286.40	232,901.01	607,861.91	*1,860,738.37	182,694.65	221,374.79
Chicago & Northwestern	148,035.66	63,927.17	705.00	107,395.74	175,078.18	110,943.92	535,700.35	1,365,704.70	444,683.48	492,086.54
Chicago, Rock Island & Pacific	186,452.65	38,930.02	9,947.01	58,867.49	275,255.86	91,251.11	331,862.91	970,014.71	253,220.14	261,253.13
Chicago, St. Paul, Minneapolis & Omaha	131,733.63	11,447.01	9,174.76	31,742.75	17,367.03	44,363.01	151,623.04	225,058.63	37,204.35	16,694.64
Cross Creek	1,390.00	75.00	3,381.17	387.77	10,649.98	508.20	1,161.25	145,000	40.00	
Des Moines & Ft. Dodge	16,746.84	1,663.44	156.48	98.50	24,537.12	8,346.88	48,493.86	6,029.88	7,400.46	224.98
Dubuque & Dakota	3,620.15	25.80	400.30	10,615.75	4,625.07	4,730.65	13,106.92	1,946.07	575.61	8.40
Illinois Central	82,335.74	15,347.28	4,625.07	13,178.77	12,378.99	61,034.16	142,199.59	80,297.07	14,213.46	21,872.74
Minneapolis & St. Louis	51,304.48	7,602.02	10,106.51	4,327.40	35,041.31	182,942.62	15,606.31	6,764.40	888.58	
Sioux City & Pacific	28,030.09	1,654.53	3,652.33	6,647.66	4,6.1.16	73,083.84	35,036.34	11,096.65	21,74.16	15,698.98
St. Louis, Keokuk & Northwestern	16,807.42	1,379.82	3,405.30	495.08	3,405.30	688.71	10,069.04	149,646.01	31,011.02	4,421.93
Wabash, St. Louis & Pacific	667,397.34	82,698.43	19,873.92	151,673.56	239,314.59	534,876.21	201,948.59	1,942,551.05	705,157.11	276,639.11
NARROW GAUGE ROADS.										
Burlington & Northwestern	2,869.14	260.00	93.75	633.58	17.16	1,258.02	1,371.36	9,012.47	6.19	209.18
Ft. Madison & Northwestern	1,050.00	645.00	194.25	41.25	104.36	104.36	2,136.40	2,297.08	13.50	46.91
Cedar Rapids & Marion	1,451.12									
Total	1,995,112.24	323,140.83	104,756.45	805,637.95	975,354.26	1,644,815.53	2,121,728.64	8,397,123.60	2,108,480.20	1,514,796.01
										462,177.03

• Includes removal of rails and ties.

TABLE VIII—CONTINUED.

COMPILATION OF RETURNS.

65

TABLE VIII—CONTINUED.

RAILROADS.		Losses and damage to property and cars by fire.										Injury to persons.									
		Passenger car hire received.					Freight over hire amount received.					Hire of track.					Loss and damage to property and cars by fire.				
		Passenger train fares, services, and wages.		Freight train fares, services, and wages.			Agents' salaries, and wages.		Agents' salaries, and wages.			Passenger train fares, services, and wages.		Freight train fares, services, and wages.			Agents' salaries, and wages.		Agents' salaries, and wages.		
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Burlington, Cedar Rapids & Northern... Chicago, Burlington & Kansas City... Central Iowa... Chicago, Burlington & Quincy... Kansas City, St. Jo. & Council Bluff... Chicago, Milwaukee & St. Paul... Chicago, Rock Island & Pacific... Chicago, St. Paul, Minneapolis & Omaha Crook's Creek... Des Moines & Ft. Dodge... Dubuque & Dakota... Illinois Central... Minneapolis & St. Louis... St. Louis, Keokuk & Northwestern... Wabash, St. Louis & Pacific... NARROW GAUGE ROADS. Burlington & Northwestern... Ft. Madison & Northwestern... Cedar Rapids & Marion...	141,077.92	\$	24,367.88	\$	108,772.83	\$	91,817.18	\$	21,584.76	\$	4,743.51	\$	6,309.02	\$	14,896.05	\$	3,948.78	\$	24,110.89	\$	17,992.54
	63,658.13		11,612.52		41,100.87		31,658.49		12,014.96		81.04		6,006.78		12,006.00		1,087.29		2,966.72		1,087.91
	613,025.02		66,000.00		300,163.09		68,756.84		16,607.48		12,224.92		26,807.08		38,668.42		3,188.40		16,264.83		85,511.67
	1,091,806.04		817,598.61		219,046.58		648,118.95		1,746,484.19		225,613.93		9,343.03		43,872.56		1,628,520.18		72,027.36		60,616.54
	79,895.73		207,777.47		126,092.79		286,250.02		948,248.17		117,916.20		4,168.67		168,192.04		452,910.66		56,592.15		22,220.48
	1,198,846.63		647,735.58		88,160.56		581,684.19		286,814.19		61,688.53		4,988.87		26,205.01		28,068.44		21,470.23		17,518.82
	202,059.04		60,467.36		88,160.56		581,684.19		20,126.41		24.60		76.60		5,971.80		638.16		4,187.28		2,082.37
	1,252.00		9,461.08		2,694.38		5,801.19		484.60		2,413.84		76.60		638.35		49.97		386.75		10,454.36
	18,638.39		3,381.08		86,837.22		87,316.68		17,178.60		11,491.76		773,652.35		10,751.73		4,269.82		8,827.55		12,698.86
	3,781.26		207,00		60,240.21		159,605.20		23,961.68		11,261.98		11,261.98		11,261.98		1,327.18		7,537.95		6,517.21
	88,691.76		24,710.71		10,399.35		26,751.58		86,680.49		8,118.61		1,297.23		4,608.45		72,788.48		810.40		1,722.24
	118,322.96		44,737.42		26,084.00		28,084.00		38,638.48		5,588.07		4,608.45		8,046.11		78,829.92		136,116.26		67,413.74
	62,514.01		645,129.44		1,187,248.26		273,488.46		36,864.26		99,702.86		1,082,687.98		1,082,687.98		109.84		619.50		31.50
	1,154,288.26		261,878.96		3,460.75		3,380.06		370.31		.....		.....		.....		.....		76.18		.....
	8,806.62		1,260.00		820.00		630.00		.....		.....		.....		.....		.....		.....		.....
	3,334.50		.....		.....		.....		.....		.....		.....		.....		.....		.....		.....
	6,683,988.01		1,723,100.49		2,857,091.91		6,418,002.01		673,788.08		61,024.60		406,006.37		4,084,098.78		818,073.22		588,187.22		516,142.48

	Total... <td></td> <td>.....</td>	

REPORT OF RAILROAD COMMISSIONERS.

TABLE IX.
OPERATING EXPENSES COMPARED WITH EARNINGS.

RAILROADS.	OPERATING EXPENSES.		EARNINGS.		DIFERENCE, EXPENSES ABOVE EARNESES.
	MILE.	PER MILE OF ROAD.	PER TRAIN MILE.	PER MILE OF ROAD.	
Burlington, Cedar Rapids & Northern.....	\$ 596.00	\$ 1,739,276.49	\$ 2,918.25	\$ 8480	\$ 2,563,416.54
Chicago, Burlington & Kansas City.....	181.00	265,394.98	1,465.58	247,647.57	1,368.22
Central Iowa.....	292.66	738.120.69	2,522.07	1,013	1,539
Chicago, Burlington & Quincy.....	800.14	4,161,255.81	5,251.89	1,276,980.19	3,634.67
Kansas City, St. Joe & Council Bluffs.....	312.60	1,243,719.51	3,950.14	1,119	6,246,662.18
Chicago, Milwaukee & St. Paul.....	4,026.00	10,601,541.11	4,126.73	91	1,803,366.94
Chicago & Northwestern.....	3,072.77	12,680,503.54	4,211.27	91	10,643,890.17
Chicago, Rock Island & Pacific.....	1,380.42	7,603,393.70	5,611.27	102	12,932,652.45
Chicago, St. Paul, Minneapolis & Omaha.....	1,004.82	2,846,752.80	2,833.10	9358	5,096.23
Crooked Creek.....	8.50	10,476.75	1,232.56	1,0203	4,667,652.45
Des Moines & Ft. Dodge.....	88.10	266,715.36	2,912.88	1.28	10,826.19
Dubuque & Dakota.....	63.50	47,625.26	753.57	.8659	4,177,597.95
Illinois Central.....	402.16	1,043,619.35	2,635.04	.82	82,448.51
Minneapolis & St. Louis.....	330.50	1,175,406.20	3,351.51	.7446	1,975,674.22
Sioux City & Pacific.....	313.39	716,358.65	2,285.83	1,5439	1,463,875.48
St. Louis, Keokuk & Northwestern.....	183.00	418,184.10	2,285.16	... ..	4,148.01
NARROW GAUGE ROADS.	3,386.00	13,169,854.66	3,805.10	1,025	356,170.30
Burlington & Northwestern.....	52.30	41,556.30	794.57	.5212	60,920.70
Pt. Madison & Northwestern.....	16.00	8,313.34	619.58	.83	20,175.42
Cedar Rapids & Marion.....	6.00	11,821.00	2,381.20	....	1,261.96
Total.....	16,654.46	58,776,474.53	3,552.84	.75	92,739,206.22
					5,406,861.60
					34,064,092.60
					81,360.91
					.63
					4.64
					5.06

Per centage to cost of road and equipment.

Per centage of net earnings to capital stock and debt.

Per centage of net earnings to capital.

Per centage to earnings.

Per centage to earnings.

COMPILATION OF RETURNS.

67

TABLE X.
OPERATING EXPENSES, INTEREST, AND RENTAL COMPARED WITH INCOME.

RAILROADS.	Miles.	INTEREST AND RENTAL.		Total operating expenses.	Total revenue.	Total operating expenses.	INTEREST AND RENTAL.		FOR IOWA.	Taxes paid in Iowa.
		Excess of revenue over expenses.	Excess of expenses over revenue.				Excess of revenue over expenses.	Excess of expenses over revenue.		
Burlington, Cedar Rapids & N.	696.00	\$2,590,045.14	\$ 1,759,216.49	\$ 451,085,485.8	\$ 2,190,381.97	\$ 219,467.22	\$ 389,713.17	\$ 46,479.04		
Chicago, Burlington & Kansas C.	181.00	248,186.10	285,394.98	12,000.00	150,058.34	467,668.32	148,673.50	21,467.18	3,758.69	
Central Iowa.	292.66	1,172,487.89	738,120.19	284,968.20	1,026,083.85	4,596,916.79	1,719,654.39	149,673.50	21,467.18	
Chicago, Burlington & Quincy	800.14	6,126,982.18	4,162,720.95	844,720.95	4,162,720.95	4,596,916.79	1,719,654.39	149,673.50	21,467.18	
Kansas City, St. Jo & Council B.	312.50	1,058,566.94	1,243,794.61	410,194.16	1,651,988.67	119,518.27	82,107.76	6,705.07		
Chicago & Milwaukee Ry. & St. Paul.	4,281.00	19,940,865.36	10,655,987.92	4,597,707.16	10,266,604.46	4,084,260.52	86,168.91	94,186.33		
Chicago & Northwestern.	5,074.17	22,621,732.00	12,080,963.04	5,026,325.66	18,303,620.20	6,111,902.30	2,001,175.80	186,914.01		
Chicago, Rock Island & Pacific.	1,380.42	13,407,082.46	7,908,303.70	1,402,010.68	9,011,243.30	4,691,468.09	2,617,126.76	16,079.16		
Chicago, St. Paul, Minneapolis & O.	1,004.32	8,500,752.80	2,945,152.80	947,387.89	3,794,150.69	1,077,458.72	261,626.80	7,740.38		
Crook Creek.	8.50	14,427.69	10,476.76	1,650,00	12,126.76	2,300.94	588.20			
Des Moines & Ft. Dodge.	88.10	434,462.71	256,115.36	137,561.90	384,367.16	44,145.65	2,900.94	8,466.88		
Dubuque & Dakota.	63.00	92,458.07	47,925.36	97,800.00	47,925.36	2,900.94	44,145.65	4,750.65		
Illinois Central.	402.16	1,976,574.22	1,045,316.35	773,682.35	1,817,271.70	161,302.52	161,302.52	60,624.16		
Minneapolis & St. Louis.	380.00	1,163,678.48	1,175,406.20	489,210.76	1,084,626.96	210,147.48		64,259.00	6,110.64	
Sioux City & Pacific.	313.39	763,714.00	716,388.56	144,089.79	104,039.20	1,025,017.54	261,363.54	99,296.35	10,482.64	
St. Louis, Keokuk & Northwestern	188.00	385,170.30	418,184.10	5,598,925.14	188,846.11	617,029.21	261,363.54	73,320.24	11,107.09	
Wabash, St. Louis & Pacific.	3,394.00	15,972,168.16	18,159,356.06	5,598,925.14	18,795,779.80	2,794,610.54	2,794,610.54	194,923.16		
Missouri, Kansas & Omaha.	62.30	61,576.51	41,556.30	20,006.29	61,562.50	36.08	36.08		1,371.36	
Burlington & Northwestern.	16,001.20	20,175.42	6,013.34	10,960.80	18,813.34	1,362.08	1,362.08		537.04	
Ft. Madison & Marion.	6.00	13,796.54	11,821.00	389.00	12,100.66	1,608.38	1,608.38		2,296.61	
Total.	16,544.46	\$6,052,114.49	\$8,883,880.74	21,292,046.98	\$63,042.68	\$60,678,923.32	\$18,094,177.73	\$1740,386.66	8,184,176.74	\$17,487.70
										707,680.31

* Expenses of elevators included.

REPORT OF RAILROAD COMMISSIONERS.

TABLE XI.
INTEREST AND DIVIDENDS COMPARED WITH INCOME.

RAILROADS.	Miles operated.	Net income.	Interest on funded debt.	Interest on unfunded debt.	Dividends.	Surplus at the beginning of the year.	Surplus at the close of the year.	Deficit at the beginning of the year.	Deficit at the close of the year.	Amount of property received during the year.	Amount of property released during the year.
Burlington, Cedar Rapids & Northern.....	886.00	\$ 850,763.65	\$ 451,065.18	\$ 3	\$ 43,210.40	\$ 42,928.57	\$ 219,167.21	\$ 188,790.37	\$ 26,358.38	\$ 39,386.60	
Chicago, Burlington & Kansas City.....	181,100	172,000.00	172,000.00	17,568.34	3	386,275.16	386,275.16	2,901,221.00	2,901,221.00	65,713.79	65,994,921.62
Central Iowa.....	298.66	428,665.80	280,870.00	3	4,556,384.74	4,511,220.67	1,178,768.41	1,173,382.38	58,741.94	6,680,987.88	
Chicago, Burlington & Quincy.....	9,516,283.32	8,641,676.79	110,194.16	3	2,910,631.08	3,398,380.28	5,511,974.72	5,511,974.72	18,984,921.62	18,984,921.62	
Kansas City, St. J., & Council Bluffs.....	312,50	639,712.43	4,197,107.14	4,026.00	9,217,708.08	4,020,985.61	2,836,687.76	5,186,100.74	7,646,192.41	27,261.78	
Chicago, Milwaukee & St. Paul.....	3,072.77	465,770.89	4,107.50	352,984.00	352,984.00	382.22	464,586.00	663,608.08	667,158.26	582,611.97	
Cedar Rapids & Missouri River.....	811,236.03	76,782.85	34,131.88	90,759.01	35,735.00	3,171.06	23,668.10	64,618.76	12,788.68	43,814.96	
Des Moines & Minneapolis.....	1,380.42	5,541,458.09	950,000.00	1,021,062.44	1,630.00	2,827,186.00	9,521.67	1,663,948.76	1,249,007.13	8,941,034.70	
Maple River.....	8.50	3,930,919.94	126,920.00	3,000.00	37,800.00	37,800.00	926,451.26	664,497.73	97,883.74	2,986.69	
Chicago, Rock Island & Pacific.....	88.10	34,883.31	934,054.87	402.16	\$73,462.35	63,168.87	97,811.92	61,302.62	848,169.00	34,884.85	
Crooked Creek.....	63.20	176,765.35	111,060.00	111,060.00	297,390.00	277,410.00	421,684.58	986,388.32	931.17	210,747.48	
Des Moines & Ft. Dodge.....	110.00	934,054.87	111,060.00	111,060.00	1,271.47	1,271.47	1,467,967.80	1,467,967.80	26,483.03	1,205,064.36	
Dubuque & Dakota.....	402.16	934,054.87	111,060.00	111,060.00	307,2.930	161,191.34	371,058.91	371,058.91	261,838.91	261,838.91	
Illinois Central.....	3,386.00	1,719,650.65	8,989,775.36	62.30	15,324.37	16,104.00	611,491.84	688,960.50	654,970.61	3,918,947.88	1,291,614.09
Cedar Falls & Minnesota.....	16.00	11,862,016.00	10,900.00	16.104.00	268.46	268.46	10,780.28	10,744.20	1,362.98	10,390.88	
Dubuque & Sioux City.....	859,901.17	61,040.00	200,925.00	1,029,056.86	1,271.47	277,410.00	421,684.58	986,388.32	931.17	210,747.48	
Iowa Falls & Sioux City.....	350.60	278,472.28	380,980.00	313.39	102,389.76	102,389.76	161,191.34	161,191.34	1,205,064.36	1,205,064.36	
Sioux City & Pacific.....	183.00	110,900.00	110,900.00	110,900.00	110,900.00	110,900.00	110,900.00	110,900.00	1,205,064.36	1,205,064.36	
St. Louis, Keokuk & Northwestern.....	3,386.00	1,719,650.65	1,976.41	16.104.00	11,862,016.00	10,900.00	389.06	389.06	1,008.98	1,008.98	
Wabash, St. Louis & Pacific.....	6.00	1,976.41	1,976.41	1,976.41	1,976.41	1,976.41	1,976.41	1,976.41	1,976.41	1,976.41	
Wabash, Narrow Gauge & Old.....	62.30	15,324.37	15,324.37	15,324.37	15,324.37	15,324.37	15,324.37	15,324.37	15,324.37	15,324.37	
Burlington & Northwestern.....	16.00	11,862,016.00	10,900.00	16.104.00	268.46	268.46	10,780.28	10,744.20	1,362.98	10,390.88	
Ft. Madison & Northwestern.....	6.00	1,976.41	1,976.41	1,976.41	1,976.41	1,976.41	1,976.41	1,976.41	1,976.41	1,976.41	
Cedar Rapids & Marion.....	16,544,46,43,682,465,43	21,238,302.56	1,642,470,04,15,282,887.82	12,151,984,63	21,248,179,481	1,615,994,36	6,087,243,70	44,758,733.52	44,758,733.52		

† Deficit on current expenses and rental.

* Rentals paid.

+ \$25,428.08 is rental.

TABLE XIII.

COMPARATIVE TABLE OF EARNINGS FOR THE YEARS ENDING JUNE 30, 1880, 1881, AND 1882.

TABLE XIII.
COMPARATIVE TABLE OF OPERATING EXPENSES FOR THE YEARS ENDING JUNE 30, 1880,
1881, AND 1882.

COMPILATION OF RETURNS.

TABLE XIV.
TRACK IN IOWA—MILES.

RAILROADS.		load owned.	load leased.	total load	loadings.	empty trips.	freight on equipment.	freight on traffic.	freight miles.	empty miles.	double gauge.
Burlington, Cedar Rapids & Northern.....	619,89	619,89	619,89	60,80	610,89	811,40	248,49	4,84	62,00	4,84	.....
Chicago, Burlington & Kansas City.....	78,00	78,00	8,70	78,00	78,00	78,00	76,00	76,00	4,84	4,84	.....
Chicago, Burlington & Pacific.....	76,00	76,00	75,00	76,00	75,00	75,00	106,00	106,00	4,84	4,84	.....
Central Iowa.....	287,60	287,60	287,60	86,08	287,60	310,37	387,45	4,84	310,37	4,84	43,06
Chicago, Burlington & Quincy.....	724,76	724,76	160,88	727,83	724,76	727,83	42,00	42,00	4,84	4,84	.....
Kansas City, St. Jo. & Council Bluffs.....	68,36	68,36	8,68	68,36	68,36	68,36	16,36	16,36	4,84	4,84	.....
Chicago, Milwaukee, St. Paul.....	1,285,54	1,285,54	1,285,54	108,47	1,285,54	1,483,80	801,74	4,84	801,74	4,84	.....
Chicago & Northwestern.....	426,99	426,99	426,99	106,02	426,99	531,18	95,81	4,84	95,81	4,84	.....
Chicago, Iowa & Nebraska.....	81,84	81,84	81,84	81,84	81,84	81,84	81,84	81,84	4,84	4,84	.....
Upper Mississippi River.....	274,01	274,01	274,01	204,01	274,01	274,01	204,01	204,01	4,84	4,84	.....
Des Moines & Minneapolis.....	67,34	67,34	67,34	67,34	67,34	67,34	67,34	67,34	4,84	4,84	.....
Maple River.....	72,91	72,91	72,91	72,91	72,91	72,91	72,91	72,91	4,84	4,84	.....
Dubuque, Rock Island & Pacific.....	785,40	785,40	785,40	139,42	785,40	844,00	215,40	4,84	215,40	4,84	4,00
Keokuk & Des Moines.....	162,20	162,20	162,20	10,20	162,20	162,20	59,42	59,42	17,44	17,44	4,84
Chicago, St. Paul, Minneapolis & Omaha.....	76,86	76,86	76,86	14,84	76,86	76,86	8,50	8,50	8,50	8,50	4,84
Brooklyn Creek.....	8,50	8,50	8,50	5,50	8,50	8,50	8,50	8,50	4,84	4,84	.....
Des Moines & Ft. Dodge.....	82,70	82,70	82,70	6,32	82,70	82,70	65,00	65,00	4,84	4,84	.....
Dubuque & Dakota.....	63,20	63,20	63,20	8,30	63,20	63,20	31,16	31,16	82,04	82,04	4,84
Illinois Central—	402,16	402,16	38,08	402,16	402,16	402,16	69,22	69,22	69,22	69,22	4,84
Cedar Falls & Minnesota.....	76,68	76,68	76,68	10,20	76,68	76,68	14,10	14,10	14,10	14,10	4,84
Dubuque & Sioux City.....	142,89	142,89	142,89	10,20	142,89	142,89	14,10	14,10	14,10	14,10	4,84
Iowa Falls & Sioux City.....	183,69	183,69	183,69	14,10	183,69	183,69	14,10	14,10	14,10	14,10	4,84
Minneapolis & St. Louis.....	141,00	141,00	141,00	80,47	10,20	80,47	80,47	80,47	80,47	80,47	4,84
St. Louis City & Northwestern.....	80,47	80,47	80,47	50,80	80,47	80,47	50,80	50,80	2,56	2,56	4,84
St. Louis, Keokuk & Northwestern.....	50,80	50,80	50,80	3,00	50,80	50,80	30,80	30,80	173,00	173,00	4,84
Wabash, St. Louis & Pacific.....	208,31	208,31	208,31	.....	208,31	208,31	208,31	208,31	35,43	35,43	3
MARSH GAUGE ROADS.											
Burlington & Western.....	15,91	15,91	15,91	.....	15,91	15,91	15,91	15,91	3	3	.....
Des Moines, Ossceola & Southern.....	87,90	87,90	87,90	40,10	87,90	87,90	40,10	40,10	40,10	40,10	4,84
Madison & Northwestern.....	40,00	40,00	40,00	41,10	40,00	41,10	41,10	41,10	41,10	41,10	4,84
St. Louis, Des Moines & Northern.....	41,10	41,10	41,10	.....	41,10	41,10	41,10	41,10	41,10	41,10	4,84
Jedediah Rapid & Marion.....	86,63	86,63	86,63	85,43	86,63	86,63	38,43	38,43	35,43	35,43	4,84
Jedediah Rapid & Marion.....	6,00	6,00	6,00	.....	6,00	6,00	10	10	6,00	6,00	4,84
Total.....	6,138,16	6,138,16	6,138,16	1,154,27	6,138,16	700,73	6,384,49	3,274,25	3,274,25	3,274,25	47,06

'The officers of the road do not know the amount of sledging on their respective roads.

TABLE XV.
ROAD-BED AND TRACK.

COMPILATION OF RETURNS.

73

TABLE XVI.
MILEAGE TRAFFIC.

TABLE XVII.
FREIGHT TRAFFIC AND CAR MILEAGE.

RAILROADS.		Number of tons of freight carted.	Total tons of freight carted.	Number of tons of load.	Total tons of freight sent out.	Total tons of freight sent out per mile.	Average for all.	Average for roads.	Average ton per mile.	Percent of freight out- standing in Iowa, and emer- tage, etc., and emer- tage in lower, to total freight out-	Percent of freight out- standing in Iowa, and emer- tage, etc., and emer- tage in lower, to total freight out-
Total	Railroads.										
Burlington, Cedar Rapids & Northern.....	1,637,900	147,465,549	9,113,847	3,349,804	3,269,805	20,376,303.06	76	1.96	1.69	1.329	.....
Central Iowa.....	582,114	50,076,852	1,180,049	3,798,961	3,601,250	6,985,867.65	60	20.30	1.96	3.80	19.40
Chicago, Burlington & Quincy.....	497,346	2,175,776	51,452,865	26,716,887	7,860,084	5,982,535.38	67	14.06	1.69	1.329	.....
Chicago, Milwaukee & St. Paul.....	1,341,076	708,046	66,436,266	45,761,129	62,826,884	38,209,184	10,076,617	1.83	1.748	1.760	22.68
Chicago & North Western.....	4,487,387	4,867,173	817,003,667	70,112,288	70,112,288	14,641,496	18,227,685.40	19	1.64	1.60	1.07
Chicago, Rock Island & Pacific.....	816,388	817,038,183	76,144,288	73,380,056	73,380,056	27,888,411	19,542,788.21	38	1.46	1.47	.....
Chicago, St. Paul, Minneapolis & Omaha & Omaha Creek.....	1,997,091	8,339,780	1,647,264	228,361,073	4,988,468	40,021,044	11,925,477	9,248,409	97,380,901.24	48,187,771.36	1.02
Des Moines & St. Paul.....	1,081,743	1,027,271	97,303	14,067,288	7,770,025	27,736,365	959,589	27,736,365	61,13	0.38	1.24
Dodge.....	162,921	235,175	9,304,850	614,384	479,836	221,986	247,031	1,463,187.80	84	2.39	0.00
Des Moines & Dakota.....	41,500	41,400	88,000	.....	.....	.....	.....	.....	.....	.....	60
Illinois Central.....	822,210	614,948	78,460,300	.....	.....	.....	.....	.....	.....	.....	.....
Minneapolis & St. Louis.....	444,419	967,317	142,328,189	2,886,694	6,282,892	3,705,686	682,044	13,329,178.56	42	1.68	1.60
Sioux City & Pacific.....	148,845	314,865	24,965,288	1,081,888	1,884,046	1,314,980	482,884	4,944,83,721,82	30	1.30	35
Wabash, St. Louis & Pacific.....	.....	6,762,988	1,159,841,617	.....	.....	.....	.....	.....	.....	1.04	2.70
NARROW GAUGE ROADS.											
Burlington & Northwestern.....	24,807	26,134	1,012,988	.....	.....	.....	.....	.....	.....	4.16	4.24
Total	10,804,102	81,082,765	4,681,564,735	199,746,836	261,258,733	89,049,397	61,604,658	601,616,101	.....	4.86	.....

COMPILATION OF RETURNS.

75

TABLE XVIII.
EQUIPMENT.

RAILROADS.	LOCOMOTIVES.	CARS.	STATIONS.	EMPLOYEES.	AMOUNT PAID EMPLOYEE DURING YEAR.	
					TOTAL.	IN IOWA.
Burlington, Cedar Rapids & N.W.	64 36 6 30 7	18	30	20	2,169	111
Chicago, Burlington & Kansas City	9 60 45	1	3	8	411	9
Central Iowa	37 58 50	8	14	8	613	40
Chicago, Burlington & Quincy	25 51 83	60	29	6	3,484	998
Kansas City, St. Jo. & C.B.	14 59 47 44	14	30	11	775	913
Chicago, Milwaukee & St. Paul	589 53 35	227	164	39	11,181	1,437
Chicago & Northwestern	667 66 62	219	266	117	10,140	1,438
Chicago, Rock Island & Pacific	307 67 47	61	122	47	4,454	1,083
Des Moines & St. Paul	31 31 20	35	63	29	3	3,045
Dubuque & Dakota	13 28 28	4	7	2	...	...
Illinois Central	46 67 35	12	16	14	8	...
Minneapolis & St. Louis	69 61 63	20	18	7	1,192	63
Sioux City & Pacific	28 45 40	9	16	10	...	339
St. Louis, Keokuk & Northwestern	13 50 36	7	10	6	...	167
Webash, St. Louis & Pacific	534 60 40	684	168	131	30	12,084
MARSHALL CAVES RAILROADS.						2,297
Burlington & Northwestern						6,094
Cedar Rapids & Marion						198
Total	2,652	1,038	1,031	601	125	45,864
						7,846
						18,240
						7,499
						86,206
						1,631
						947
						3,831
						947
						17,273
						45,982,887
						16
						8,520,810
						31

TABLE XIX.
BRIDGES, CATTLE-GUARDS, AND CROSSINGS.

RAILROADS.	TRUSS BRIDGES.		WOODEN TRAILERS, AND PILE.		WOODEN CUL- VERTS AND VALUETS.		BOX CUL- VERTS.		RAIL- ROAD.		HIGHWAY.		CROSSINGS.			
	WOODEN.	COMINA- TION.	IRON.		Number.	Aggregate length in feet.	Length less than 30 feet.	Btione.	Timber.	Number.	Aggregate length in feet.	Length less than 30 feet.	Btione.	Timber.		
			WOODEN.	IRON.												
Burlington, Cedar Rapids & N.	38	2,486	17	4,770	1	113	923	64,222	2	824	77	1,704	1,071	1		
Chicago, Bur. & Kansas City	9	1,711	7	778	...	...	157	15,216	63	...	3	740	2	1	
Central Iowa	7	1,758	7	778	...	...	275	28,206	6	...	288	70	2	1	
Chicago, Burlington & Quincy	65	6,880	1	100	38	4,962	1,015	117,634	2	863	379	136	444	2		
Kan. City, St. Jo. & C. Bluffe	2	160	21	...	...	82	2,100	...	26	...	1,171	15	1	...	
Chicago, Milwaukee & St. Paul	88	31	2,026	97	8,592	87	2,758	1,081	164,160	12	965	68	10	36	22	
Chicago, Rock Island & Pacific	147	12,056	22	2,970	61	6,781	1,650	107,325	28	144	285	90	965	6		
Chi., St. Paul, Minn. & Omaha	2	108	...	...	...	...	...	69	6,000	...	73	16	1,413	1,688	2
Crooked Creek	1	370	...	...	...	...	11	600	...	4	...	...	1	...	...
Des Moines & Ft. Dodge	4	310	...	...	...	...	...	38	1,125	7	225	...	9	...	2
Dubuque & Dakota	14	840	...	...	...	...	78	11,812	...	176	...	180	128	7	66
Illinois Central	63	8,381	1	110	691	60,940	1	17	20	148	4,144	120	2	40	...	
Minneapolis & St. Louis	1	163	6	558	...	70	4,905	...	163	26	1,100	380	10	1	408	
Sioux City & Pacific	9	1,170	8	415	...	...	67	6,098	...	515	857	6	2	86	...
Ft. Madison, Keokuk & Northern	3	314	6	240	...	...	76	6,846	...	45	4	180	188	2	100
Narrow Gauge Roads	...	...	...	...	...	...	121	12,290	1	94	71	360	10	1	157
Ft. Madison & Northwestern	...	...	...	...	...	...	64	5,345	...	3	5	4,140	96	1	65
Cedar Rapids & Marion	...	...	...	...	...	...	...	...	...	...	...	3	...	...	1
Total	464	38,774	110	13,388	140	14,724	7,559	681,074	34	209	3,352	926	50,079	6,976	26	4,677

COMPILATION OF RETURNS.

77

TABLE XX.
TONNAGE CLASSIFIED.

RAILROADS.	Grain.	Fruit.	Dairies.	Admirals.	Provisions.	Other products.	Lumber and forest products.	Petroleum and oil.	Salt.	Stone and brick.	Manufactures.	Merchandise and other products not enumerated.	Total.	
													Total.	
Bur., O. R. & North.	877,347	104,163	26,249	188,061	27,624	170,031	506,389	11,439	11,440	47,454	39,169	1,627,920	1,627,920	
Central Iowa.	94,716	3,064	—	20,570	—	45,688	327,889	8,008	1,100	1,500	420	79,550	552,514	
Chi., Bur. & Quincy.	1,435,631	88,129	73,894	561,260	54,988	848,387	1,011,884	49,117	68,886	138,874	67,754	5,281,188	5,281,188	
K. C., St. J. & C. B.	145,084	19,500	9,290	50,140	52,292	163,476	64,098	5,129	10,416	11,466	14,573	13,813	158,045	
Chi., Milwaukee & St. Paul.	863,019	323,898	60,191	268,280	161,413	888,270	482,372	31,087	49,710	108,416	277,270	75,894	1,201,450	
Chi. & Northwest.	1,168,322	187,314	76,206	326,741	120,028	428,787	679,162	43,341	47,321	28,710	428,974	162,196	8,161,388	
Chi., B. I. & Pacific.	755,389	64,700	29,809	296,987	42,088	390,203	61,068	32,946	24,726	38,342	136,227	37,380	1,007,674	
Chi., St. P. M. & O.	199,701	216,107	6,981	32,980	16,573	502,161	56,030	—	12,598	46,901	36,791	21,913	1,396,088	
Crooked Creek.	1,046	58	26	208	—	946	7,162	—	40	18	16	—	897	10,271
Des Moines & Ft. D.	63,598	3,838	102	12,400	6,063	48,631	67,528	2,886	1,231	4,594	1,818	2,426	235,517	
Dubuque & Dakota.	15,250	60	7,060	300	8,360	1,250	300	—	260	150	50	7,386	41,536	
Illinois Central.	162,901	8,863	2,627	65,850	26,680	129,285	89,627	—	7,788	5,832	—	8,519	160,819	
Minneapolis & St. L.	82,807	188,191	3,446	10,700	9,170	199,060	30,706	—	6,108	4,988	1,771	78,249	16,118	
Saint Paul & Pacific.	61,982	2,661	4,839	38,548	6,946	75,148	30,841	1,870	2,844	3,473	4,419	8,473	244,794	
Wabash, St. L. & P.	1,406,831	119,950	92,891	386,962	81,241	940,228	798,028	—	80,544	82,968	87,591	—	810,141	1,107,271
New England Roads.	11,541	61	305	4,204	506	5,736	1,488	—	—	—	—	1,151	163	547
Burlington & N. W.	6,826,704	1,269,602	885,757	2,213,951	680,701	5,658,876	4,760,636	210,589	340,986	94,355	1,847,044	727,215	860,623	8,571,968
Total.	6,826,704	1,269,602	885,757	2,213,951	680,701	5,658,876	4,760,636	210,589	340,986	94,355	1,847,044	727,215	860,623	8,571,968

TABLE XXI.
IOWA TONNAGE CLASSIFIED.

COMPILATION OF RETURNS.

79

TABLE XXII.

ACCIDENTS TO PERSONS.

TABLE XXII.

PROPERTY ACCOUNTS, CHARGES, AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

RAILROADS.		CONSTRUCTION.	
		Total construction.	Total construction.
Burlington, Cedar Rapids & Northern Chicago, Burlington & Kansas City	20,566.15	15,457.12	133,465.36
Iowa.....	24,103.21	11,931.59	1,626,085.00
Milwaukee, Milwaukee & St. Paul	18,465.36	75,909.64	69,082.37
Milwaukee, Milwaukee & St. Paul	23,367.12	18,931.88	1,978,501.49
Milwaukee, Milwaukee & St. Paul	43,171.96	37,381.63	14,257,499.28
Milwaukee & Northwestern.....	378,864.77	429,732.63	2,388,983.62
Milwaukee & Northwestern.....	3,621,949.42	131,944.79	6,735,967.13
Milwaukee & Northwestern.....	44,866.02	40,326.96	965,563.50
Milwaukee, Rock Island & Pacific.....	100,292.60	52,145.52	11,696.16
Milwaukee, Rock Island & Pacific.....	500,098.90	22,026.55	3,804.56
Milwaukee, Rock Island & Pacific.....	362,981.27	125,892.68	7,052,994.53
Milwaukee & St. Louis.....	72,796.94	121,985.19	8,387.50
Milwaukee & St. Louis.....	744.70	9,398.63	1,002,486.54
Milwaukee City & Pacifco.....	3,629.41	6,368.35	21,184.12
Milwaukee City & Pacifco.....	853,263.41	90,126.44	1,002,486.54
Milwaukee, St. Louis & Pacific.....	40,860.44	104,968.63	16,563.89
Milwaukee, St. Louis & Pacific.....	49,512.49	86,904.78	1,002,486.54
Milwaukee, St. Louis & Pacific.....	2,100.98	36.79	2,505.49
Milwaukee, St. Louis & Pacific.....	1,405,211.16	973,388.73	180,941.38
Milwaukee, St. Louis & Pacific.....	850,649.80	7,021,692.44	208,747.46
Milwaukee, St. Louis & Pacific.....		942,968.99	24,060,583.70
Milwaukee, St. Louis & Pacific.....		1,622,607.98	36,986,082.16

Double track extension.
Telegraph lines and elev.

Side trucks.

New grain ele-

Discount and interest on bonds.

COMPILATION OF RETURNS.

81

TABLE XXIII—CONTINUED.

RAILROADS.	EQUIPMENT.	TOTAL.		OTHER INCREASE.	
		Total for equipment and express cars.	Passenger, baggage, and express cars.	Total expenditures for property accounts.	Amount expended by other firms, not reported elsewhere or other than demands made by steamship companies to property.
Burlington, Cedar Rapids & Northern.....	\$ 22,108.08	\$ 40,680.00	\$ 76,110.34	\$ 188,709.57	\$ 188,709.57
Central, Iowa.....		9,969.01	2,961.01	186,404.87	97,006.27
Chicago, Burlington & Quincy.....	263,714.58	87,074.65	928,364.94	1,270,644.32	2,901,291.00
Kansas City, St. Jo. & Council Bluffs.....			3,386.43	3,386.42	6,501.52
Chicago, Milwaukee & St. Paul.....	1,428,601.48	888,716.19	1,214,652.09	8,026,950.98	13,288.79
Chicago & Northwestern.....				10,006,460.85	7,578.00
Chicago, Rock Island & Pacific.....	136,000.00	34,400.00	143,083.63	1,892,000.70	10,468.38
Chicago, St. Paul, Minneapolis & Omaha.....	178,664.15	79,297.06	294,110.41	813,498.68	1,269,087.13
Crooked Creek.....				553,701.62	8,941,634.70
Dubuque & Dakota.....			19,201.76	98.50	98.50
Minneapolis & St. Louis.....	568,385.07	21,992.49	21,706.00	34,384.94	34,384.94
St. Louis, City & Pacific.....		604,405.77	61,446.14	1,260,226.98	8,378,636.10
Wabash, St. Louis & Pacific.....	11,688.02	43,146.00	384,348.93	8,278.93	29,458.03
Burlington & Northwestern.....				289,127.66	1,291,614.09
Total.	2,618,150.77	759,488.64	8,684,151.61	\$ 8,740,070.65	\$ 45,666,182.81
				120,650.92	10,320.88
					45,575,651.89

TABLE XXIV.

COMPARATIVE SUMMARY FOR THE YEAR ENDING JUNE 30, 1878, 1879, 1880, 1881, AND 1882.

	1878.	1879.	1880.	1881.	1882.
TOTAL LENGTH OF ROADS AND BRANCHES:					
Total length of roads and branches in Iowa.....	4,167.15	4,390.04	4,977.01	5,426.98	6,387.45
Total length of double track in Iowa.....	3.00	6.00	24.76	40.07	47.06
Total length of sidings in Iowa	452.61	481.39	539.05	497.19	700.78
Capital stock paid in	188,488,642.54	188,614,371.77	284,482,384.21	288,713,878.86	345,918,905.37
Capital stock paid in per mile of road	21,1926.62	21,428.31	17,428.72	18,149.54	18,849.22
Total funded debt.....	154,155,222.38	158,415,080.98	217,991,725.53	296,182,077.78	365,782,777.78
Total unfunded debt.....	5,985,657.14	4,080,147.14	10,742,168.86	11,674,408.60	17,446,160.38
Total debt.....	160,140,899.52	162,495,880.42	228,733,864.39	301,776,486.38	382,235,938.01
Total debt per mile.....	19,158.27	18,860.25	16,607.02	20,413.91	20,922.40
Total stock and debt.....	344,429,452.06	348,660,312.13	493,216,818.60	596,490,305.24	732,146,938.28
Total stock and debt per mile of road.....	41,425.00	39,742.38	40,461.90	39,563.45	39,471.62
Total cost of road and equipment.....	316,188,372.01	266,371,497.16	389,720,291.69	567,994,978.74	669,722,467.04
Total cost of road and equipment per mile.....	40,496.74	46,980.38	44,426.20	59,397.70	58,418.81
Proportion of cost for Iowa.....	190,967,401.55	119,173,644.35	202,983,513.02	212,884,982.03	215,979,324.81
EARNINGS:					
From passengers	\$ 9,819,118.44	\$ 9,641,073.21	\$ 13,609,389.43	\$ 15,756,389.30	\$ 21,759,516.01
From express	637,036.91	698,307.10	1,147,136.73	1,476,042.10	1,962,688.90
From mails	766,194.24	811,748.72	1,188,471.44	1,321,218.64	1,729,221.26
From freight	32,211,873.46	32,030,710.10	47,156,826.57	56,256,944.40	61,363,972.66
From other sources	695,662.03	738,671.43	1,162,746.80	1,750,419.17	1,059,707.39
Total earnings	44,119,286.04	44,024,445.08	64,484,761.92	76,582,960.91	92,759,266.22
Proportion for Iowa .....	.....	.....	.....	29,452,181.91	32,126,962.08
Earnings per mile of road	5,902.52	6,386.63	6,491.23	6,086.73	6,906.88
Earnings per train mile, passenger trains	1.60	1.60	1.28	1.38	1.38
Earnings per train mile, freight trains	2.03	1.73	1.13	1.72	1.69
Earnings per train mile, all trains earning revenue	1.89	1.87	1.17	1.63	1.60
Earnings above operating expenses	19,087,374.45	18,996,483.70	28,817,321.35	29,341,405.76	33,682,731.69
Excess of above operating expenses over .....	.....	.....	.....	11,663,777.63	11,511,472.98
Total income from all sources.....	46,119,286.04	44,024,445.08	64,484,761.92	76,581,962.98	92,759,266.22

TABLE XXIV—CONTINUED.

	Increase of 1879.	Increase of 1880.	Increase of 1881.	Increase of 1882.	Increase of 1883.
TOTAL LENGTH OF ROADS AND BRANCHES.					
Total length of roads and branches in Iowa.....	288.39	580.97	448.97	911.46	42.36
Total length of double track in Iowa.....	38.06	18.70	15.31	6.99	.....
Total length of sideways in Iowa.....	57.63	24.29	290.92	208.64	500.33
Capital stock paid in.....	21,125,738.28	78,368,578.44	1,722.82	488.31	4,181.59
Capital stock paid in per mile of road.....	69,376,636.30	69,376,636.30	78,110,839.26	72,690,100.00	.....
Capital stock paid in per mile of road.....	6,161,421.73	7,771,741.43	1,494,810.00	.....	.....
Total funded debt.....	4,239,886.30	65,738,087.97	79,042,691.93	78,161,941.63	.....
Total unpaid debt.....	2,866,028.90	103,273,616.64	135,056,168.04	308.02	2,243.23
Total debt per mile.....	4,179,886.07	144,807,38.47	103,273,616.64	1,084.20	1.83
Total stock and debt.....	319.57	319.57	81,727,486.30	1,682.67	.....
Total stock and debt per mile of road.....	3,445.97	3,445.97	49,813,874.84	.....	.....
Total cost of road and equipment per mile.....	488.47	83,188,588.67	9,871,439.01	3,144,342.78	11,767,767.20
Total cost of road and equipment per mile.....	.....	.....	.....	.....	.....
PROPORTION OF COST FOR IOWA.					
From passengers.....	\$ 71,270.79	\$ 448,819.08	\$ 1,986,748.82	\$ 4,983,278.91	\$ 178,045.23
From express.....	65,554.43	386,722.72	338,915.67	388,846.50	.....
From mail.....	15,126	116.47	184,747.20	400,002.67	.....
From freight.....	87,400.39	129,616.88	9,110,117.82	10,887,023.26	161,163.35
From other sources.....	.....	.....	.....	.....	.....
Total earnings.....	20,440.31	310.94	12,118,199.89	16,170,246.31	94,889.96
Proportion for Iowa.....	.....	.....	3,571,784.12	.....	.....
Earnings per mile of road.....	.....	.....	522.83	315.90	407.50
Earnings per train mile, passenger trains.....	.....	.....	.....	10	.....
Earnings per train mile, freight trains.....	.....	.....	.....	50	50
Earnings above operating expenses for Iowa.....	.....	.....	.....	46	46
Total income from all sources.....	9,321,137.65	594,144.41	4,041,206.98	91,190.75	162,294.54
Decrease of 1879.	20,440,315.94	12,116,388.36	16,121,017.11	94,889.96	.....
Decrease of 1880.	.....	.....	.....	.....	.....
Decrease of 1881.	.....	.....	.....	.....	.....
Decrease of 1882.	.....	.....	.....	.....	.....
Decrease of 1883.	.....	.....	.....	.....	.....

TABLE XXIV—CONTINUED.

	1878.	1879.	1880.	1881.	1882.
OPERATING EXPENSES:					
Maintenance of way and buildings.....	\$ 7,976,042.61	\$ 7,754,884.42	\$ 9,688,884.99	\$ 12,926,248.06	\$ 16,354,670.75
Motive power and cars.....	3,944,677.38	3,887,008.43	6,126,060.67	6,630,987.06	7,902,804.17
Conducting transportation.....	10,631,914.51	10,846,118.04	16,171,118.16	20,830,939.35	24,634,596.17
General expenses.....	2,594,028.44	2,653,217.49	4,653,665.85	6,131,874.42	7,884,474.55
Total operating expenses.....	26,056,669.94	25,689,268.89	36,542,593.67	46,964,988.89	59,775,674.58
Proportion for Iowa.....	12,662,860.23	12,984,450.92	15,962,053.77	17,788,404.99	20,512,388.95
Operating expenses, per mile of road.....	3,348.20	3,116.30	3,086.51	3,069.28	3,852.64
Operating expenses, per cent of earnings.....	1.09	.97	.66	1.00	.87
Interest and rental.....	11,515,010.88	9,448,801.88	13,553,386.87	16,157,716.98	21,845,092.58
Interest and rental, per mile of road.....	1,669.35	1,295.55	1,170.26	1,071.26	1,320.38
Interest and rental, per cent of earnings.....	.26	.21	.21	.21	.21
Operating expenses, interest, and rental.....	35,544,073.26	34,477,126.21	49,305,796.04	62,810,619.72	80,621,867.11
Operating expenses, interest, and rental, per train mile.....	4,869.14	4,388.06	4,191.44	4,186.32	4,873.08
Operating expenses, interest, and rental, per train mile.....	1.88	1.88	.91	1.80	1.80
Operating expenses, interest, and rental, per cent of earnings.....	.88	.78	.76	.81	.87
TRAIN MILEAGE:					
Miles run by passenger trains.....	6,649,187	6,971,372	12,618,247	10,968,981	18,575,194
Miles run by freight trains.....	10,571,338	11,066,150	11,513,251	12,719,386	15,000,506
Miles run by mixed trains.....	610,180	589,606	64,181,478	7,954,107	6,144,011
Miles run by trains earning revenue.....	26,080,905	25,889,637	46,002,983	64,286,111	74,005,754
Miles run by construction and other trains.....	1,445,729	1,469,948	5,742,068	4,207,472	14,000,000
Passengers:					
Total number carried.....	7,511,770	7,927,688	11,423,387	13,269,820	20,927,026
Total number carried one mile.....	280,274,328	380,406,950	470,410,765	656,871,455	787,024,961
Average rate of fare, per mile, per passenger, cents.....	3.30	2.92	2.90	2.77	2.75
Average distance traveled by each passenger, miles.....	87.80	41.80	41.60	46.00	37.47
Tons carried:					
Total tons carried.....	6,804,388	8,653,311	21,665,716	25,040,973	31,062,765
Average rate in cents.....	1,514,065,462	2,750,826,910	8,603,943,928	4,222,249,582	4,681,664,786
Average length of haul for each ton carried, miles.....	2.10	1.10	1.30	1.49	1.53
Total tons carried.....	223,560	386,300	166,300	166,300	149,110

TABLE XXIV—CONTINUED.

TABLE XXV.
GRADES ASCENDING EAST AND SOUTH.

RAILROADS.	RATE OF ASCENT PER MILE IN FEET.									
	2	3	4	5	6	7	8	9	10	11
Chicago, Burlington & Quincy, main line.....	12.98	8.01	7.73	6.42	4.90	7.63	9.25	11.22	1.62	3.30
Chicago, Rock Island & Pacific, main line.....	11.27	10.13	6.70	14.17	12.27	6.23	8.82	23.26	.05	13.85
Chicago & North Western, main line.....	24.70	12.43	14.13	10.69	9.77	5.21	7.91	10.95	1.46	4.61
Illinois Central.....	20.64	12.79	7.39	11.34	6.26	8.16	9.92	11.83	13.61	2.21
Chicago, Milwaukee & St. Paul.....	8.14	0.94	10.78	11.83	12.82	6.91	8.86	18.4	8.30	10.72
Charlton to Mt. Ayr.....	1.39	1.28	2.14	1.47	2.1	1.2	1.69	2.81	8.7	6.16
Creston to Indiana.....	8.18	3.29	6.51	1.00	2.98	1.65	5.91	1.95	1.04	1.08
Creston to State Line.....	3.01	1.29	1.74	1.66	1.63	.76	1.61	1.62	2.00	.38
Creston to Greenfield, and Fontenelle.....	2.86	1.98	.67	.90	1.78	1.13	.33	.38	.32	.09
Burlington and Cedar Rapids line.....	2.80	1.02	.96	.87	.61	.79	2.07	1.21	.86	.21
Albia, K. Cityville, and Des Moines.....	5.90	1.86	1.67	1.79	2.07	1.21	3.67	2.06	1.86	2.40
Hastings to Sidney.....	5.00	1.76	2.12	1.46	1.88	2.46	.83	1.13	.82	.92
Hastings and Council Bluffs, Clarinda, and Fort Dodge.....	1.15	3.41	2.14	2.11	2.76	1.76	3.01	2.30	1.21	.21
Burlington and Cedar Rapids to Grinnell.....	1.36	5.92	.65	.16	.28	.21	.21	.21	.21	.28
Bed Oak to Grinnell.....	1.69	1.80	5.03	8.59	1.80	.41	.21	.21	.21	.21
Bed Oak to Hamont.....	4.67	7.76	4.86	1.90	3.10	3.11	3.43	6.68	2.79	9.86
Davenport to Knoxville.....	4.66	3.82	7.07	6.72	3.82	3.10	3.62	2.00	1.42	3.92
Washington to State Line.....	2.24	1.40	.76	.72	.65	1.43	.32	.60	.36	.36
Des Moines, Indianapolis, and Winterport.....	.76	.76	1.02	.98	.07	....	....	....	....	....
Atlantic to Andubon.....	1.19	.19	.19	.40	.28	.09	....	....	....	....
Avoca to Harlan.....	1.16	.60	.60	.60	.62	.62	.62	.62	.62	.62
Atlantic to Greeley and....	1.00	4.33	.98	.40	.67	3.66	.26	.10	.30	.21
Guthrie to Guthrie Center.....	1.00	1.76	.66	1.68	2.62	3.66	.61	1.83	.43	11.31
Maple River Road.....	8.90	4.86	6.00	4.88	4.41	2.60	26	....	....	....
Stanwood to Tipton.....	.67	.67	.20	....	....	....	....	....	....	....
Waukegan to Tipton.....	.79	.38	.30	....	....	....	....	....	....	....
Tama City to Garfield.....	.09	.90	.90	1.60	1.60	1.60	1.60	1.60	1.60	1.60
Burlington and Northwestern to Washington.....	3.42	3.22	1.08	.38	.41	6.08	.87	1.64	.71	.42
Burlington, Cedar Rapids & Northern, main line.....	6.48	6.49	4.19	5.87	6.08	5.62	2.66	7.79	4.22	1.30
Cedar Rapids to Postville.....	.88	1.34	.69	.31	8.88	6.49	1.42	3.00	2.38	6.00
Muscatine to Eau Claire.....	15.98	8.92	1.97	1.92	1.46	1.46	6.68	8.77	1.66	1.66
Emmets to Wausau.....	3.26	8.92	1.97	1.92	4.01	1.57	.95	.76	1.00	1.02

COMPILATION OF RETURNS.

87

TABLE XXXV—CONTINUED.

RAILROADS.		RATE OF ABSENT PER MILE IN FEET.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
		50	55	60	65	70	75	80	85	90	95	100	105	110	115	120	125	130	135	140	145	150	155	160	165	170	175	180	185	190	195	200	205	210	215	220	225	230	235	240	245	250	255	260	265	270	275	280	285	290	295	300	305	310	315	320	325	330	335	340	345	350	355	360	365	370	375	380	385	390	395	400	405	410	415	420	425	430	435	440	445	450	455	460	465	470	475	480	485	490	495	500	505	510	515	520	525	530	535	540	545	550	555	560	565	570	575	580	585	590	595	600	605	610	615	620	625	630	635	640	645	650	655	660	665	670	675	680	685	690	695	700	705	710	715	720	725	730	735	740	745	750	755	760	765	770	775	780	785	790	795	800	805	810	815	820	825	830	835	840	845	850	855	860	865	870	875	880	885	890	895	900	905	910	915	920	925	930	935	940	945	950	955	960	965	970	975	980	985	990	995	1000	1005	1010	1015	1020	1025	1030	1035	1040	1045	1050	1055	1060	1065	1070	1075	1080	1085	1090	1095	1100	1105	1110	1115	1120	1125	1130	1135	1140	1145	1150	1155	1160	1165	1170	1175	1180	1185	1190	1195	1200	1205	1210	1215	1220	1225	1230	1235	1240	1245	1250	1255	1260	1265	1270	1275	1280	1285	1290	1295	1300	1305	1310	1315	1320	1325	1330	1335	1340	1345	1350	1355	1360	1365	1370	1375	1380	1385	1390	1395	1400	1405	1410	1415	1420	1425	1430	1435	1440	1445	1450	1455	1460	1465	1470	1475	1480	1485	1490	1495	1500	1505	1510	1515	1520	1525	1530	1535	1540	1545	1550	1555	1560	1565	1570	1575	1580	1585	1590	1595	1600	1605	1610	1615	1620	1625	1630	1635	1640	1645	1650	1655	1660	1665	1670	1675	1680	1685	1690	1695	1700	1705	1710	1715	1720	1725	1730	1735	1740	1745	1750	1755	1760	1765	1770	1775	1780	1785	1790	1795	1800	1805	1810	1815	1820	1825	1830	1835	1840	1845	1850	1855	1860	1865	1870	1875	1880	1885	1890	1895	1900	1905	1910	1915	1920	1925	1930	1935	1940	1945	1950	1955	1960	1965	1970	1975	1980	1985	1990	1995	2000	2005	2010	2015	2020	2025	2030	2035	2040	2045	2050	2055	2060	2065	2070	2075	2080	2085	2090	2095	2100	2105	2110	2115	2120	2125	2130	2135	2140	2145	2150	2155	2160	2165	2170	2175	2180	2185	2190	2195	2200	2205	2210	2215	2220	2225	2230	2235	2240	2245	2250	2255	2260	2265	2270	2275	2280	2285	2290	2295	2300	2305	2310	2315	2320	2325	2330	2335	2340	2345	2350	2355	2360	2365	2370	2375	2380	2385	2390	2395	2400	2405	2410	2415	2420	2425	2430	2435	2440	2445	2450	2455	2460	2465	2470	2475	2480	2485	2490	2495	2500	2505	2510	2515	2520	2525	2530	2535	2540	2545	2550	2555	2560	2565	2570	2575	2580	2585	2590	2595	2600	2605	2610	2615	2620	2625	2630	2635	2640	2645	2650	2655	2660	2665	2670	2675	2680	2685	2690	2695	2700	2705	2710	2715	2720	2725	2730	2735	2740	2745	2750	2755	2760	2765	2770	2775	2780	2785	2790	2795	2800	2805	2810	2815	2820	2825	2830	2835	2840	2845	2850	2855	2860	2865	2870	2875	2880	2885	2890	2895	2900	2905	2910	2915	2920	2925	2930	2935	2940	2945	2950	2955	2960	2965	2970	2975	2980	2985	2990	2995	3000	3005	3010	3015	3020	3025	3030	3035	3040	3045	3050	3055	3060	3065	3070	3075	3080	3085	3090	3095	3100	3105	3110	3115	3120	3125	3130	3135	3140	3145	3150	3155	3160	3165	3170	3175	3180	3185	3190	3195	3200	3205	3210	3215	3220	3225	3230	3235	3240	3245	3250	3255	3260	3265	3270	3275	3280	3285	3290	3295	3300	3305	3310	3315	3320	3325	3330	3335	3340	3345	3350	3355	3360	3365	3370	3375	3380	3385	3390	3395	3400	3405	3410	3415	3420	3425	3430	3435	3440	3445	3450	3455	3460	3465	3470	3475	3480	3485	3490	3495	3500	3505	3510	3515	3520	3525	3530	3535	3540	3545	3550	3555	3560	3565	3570	3575	3580	3585	3590	3595	3600	3605	3610	3615	3620	3625	3630	3635	3640	3645	3650	3655	3660	3665	3670	3675	3680	3685	3690	3695	3700	3705	3710	3715	3720	3725	3730	3735	3740	3745	3750	3755	3760	3765	3770	3775	3780	3785	3790	3795	3800	3805	3810	3815	3820	3825	3830	3835	3840	3845	3850	3855	3860	3865	3870	3875	3880	3885	3890	3895	3900	3905	3910	3915	3920	3925	3930	3935	3940	3945	3950	3955	3960	3965	3970	3975	3980	3985	3990	3995	4000	4005	4010	4015	4020	4025	4030	4035	4040	4045	4050	4055	4060	4065	4070	4075	4080	4085	4090	4095	4100	4105	4110	4115	4120	4125	4130	4135	4140	4145	4150	4155	4160	4165	4170	4175	4180	4185	4190	4195	4200	4205	4210	4215	4220	4225	4230	4235	4240	4245	4250	4255	4260	4265	4270	4275	4280	4285	4290	4295	4300	4305	4310	4315	4320	4325	4330	4335	4340	4345	4350	4355	4360	4365	4370	4375	4380	4385	4390	4395	4400	4405	4410	4415	4420	4425	4430	4435	4440	4445	4450	4455	4460	4465	4470	4475	4480	4485	4490	4495	4500	4505	4510	4515	4520	4525	4530	4535	4540	4545	4550	4555	4560	4565	4570	4575	4580	4585	4590	4595	4600	4605	4610	4615	4620	4625	4630	4635	4640	4645	4650	4655	4660	4665	4670	4675	4680	4685	4690	4695	4700	4705	4710	4715	4720	4725	4730	4735	4740	4745	4750	4755	4760	4765	4770	4775	4780	4785	4790	4795	4800	4805	4810	4815	4820	4825	4830	4835	4840	4845	4850	4855	4860	4865	4870	4875	4880	4885	4890	4895	4900	4905	4910	4915	4920	4925	4930	4935	4940	4945	4950	4955	4960	4965	4970	4975	4980	4985	4990	4995	5000	5005	5010	5015	5020	5025	5030	5035	5040	5045	5050	5055	5060	5065	5070	5075	5080	5085	5090	5095	5100	5105	5110	5115	5120	5125	5130	5135	5140	5145	5150	5155	5160	5165	5170	5175	5180	5185	5190	5195	5200	5205	5210	5215	5220	5225	5230	5235	5240	5245	5250	5255	5260	5265	5270	5275	5280	5285	5290	5295	5300	5305	5310	5315	5320	5325	5330	5335	5340	5345	5350	5355	5360	5365	5370	5375	5380	5385	5390	5395	5400	5405	5410	5415	5420	5425	5430	5435	5440	5445	5450	5455	5460	5465	5470	5475	5480	5485	5490	5495	5500	5505	5510	5515	5520	5525	5530	5535	5540	5545	5550	5555	5560	5565	5570	5575	5580	5585	5590	5595	5600	5605	5610	5615	5620	5625	5630	5635	5640	5645	5650	5655	5660	5665	5670	5675	5680	5685	5690	5695	5700	5705	5710	5715	5720	5725	5730	5735	5740	5745	5750	5755	5760	5765	5770	5775	5780	5785	5790	5795	5800	5805	5810	5815	5820	5825	5830	5835	5840	5845	5850	5855	5860	5865	5870	5875	5880	5885	5890	5895	5900	5905	5910	5915	5920	5925	5930	5935	5940	5945	5950	5955	5960	5965	5970	5975	5980	5985	5990	5995	6000	6005	6010	6015	6020	6025	6030	6035	6040	6045	6050	6055	6060	6065	6070	6075	6080	6085	6090	6095	6100	6105	6110	6115	6120	6125	6130	6135	6140	6145	6150	6155	6160	6165	6170	6175	6180	6185	6190	6195	6200	6205	6210	6215	6220	6225	6230	6235	6240	6245	6250	6255	6260	6265	6270	6275	6280	6285	6290	6295	6300	6305	6310	6315	6320	6325	6330	6335	6340	6345	6350	6355	6360	6365	6370	6375	6380	6385	6390	6395	6400	6405	6410	6415	6420	6425	6430	6435	6440	6445	6450	6455	6460	6465	6470	6475	6480	6485	6490	6495	6500	6505	6510	6515	6520	6525	6530	6535	6540	6545	6550	6555	6560	6565	6570	6575	6580	6585	6590	6595	6600	6605	6610	6615	6620	6625	6630	6635	6640	6645	6650	6655	6660	6665	6670	6675	6680	6685	6690	6695	6700	6705	6710	6715	6720	6725	6730	6735	6740	6745	6750	6755	6760	6765	6770	6775	6780	6785	6790	6795	6800	6805	6810	6815	6820	6825	6830	6835	6840	6845	6850	6855	6860	6865	6870	6875	6880	6885	6890	6895	6900	6905	6910	6915	6920	6925	6930	6935	

TABLE XXVI.
GRADES ASCENDING WEST AND NORTH.

COMPILATION OF RETURNS.

89

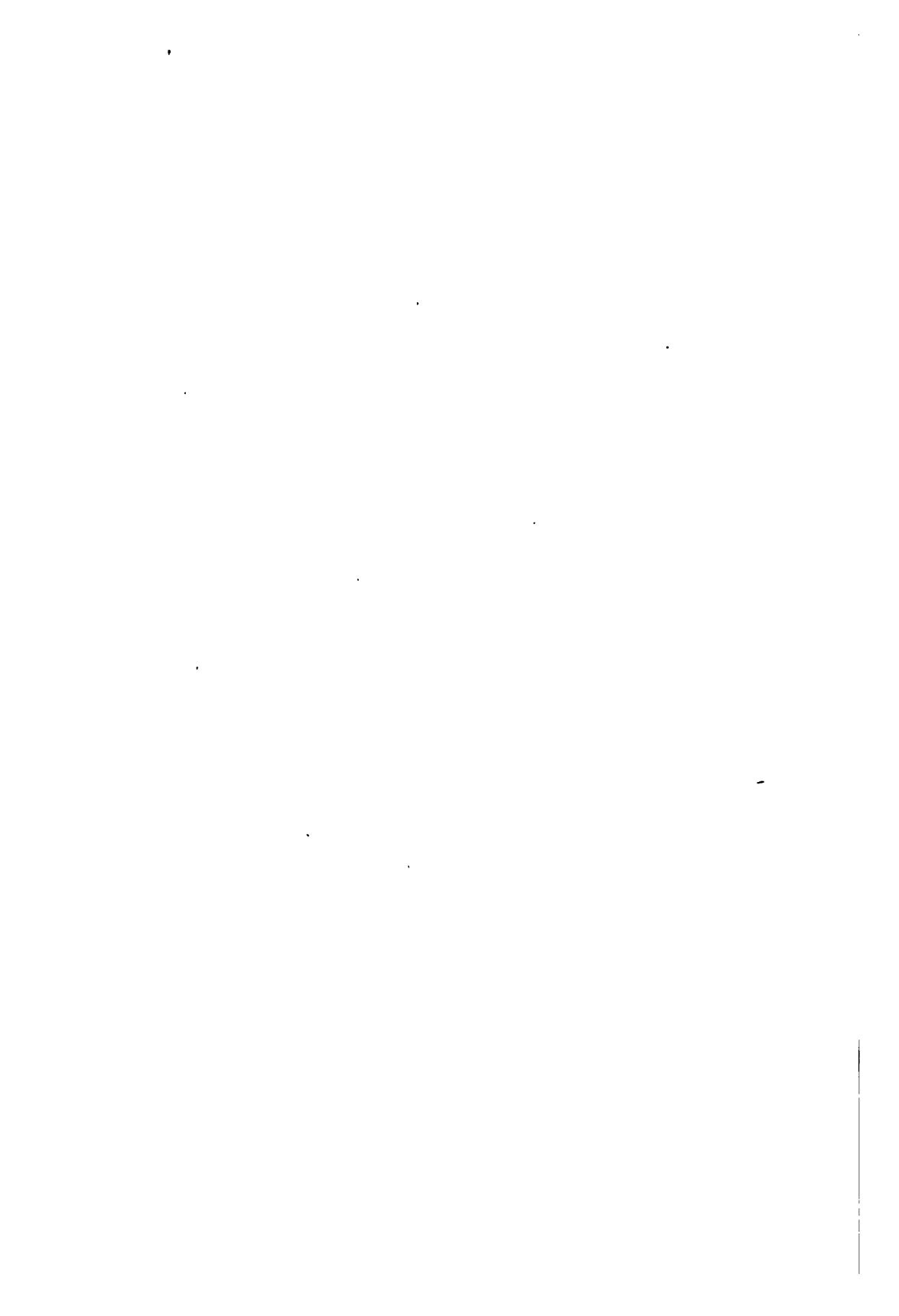
TABLE XXVI—CONTINUED.

	RATE OF ABSENT PER MILE IN FEET.										Total miles.
	5 feet.	10 feet.	15 feet.	20 feet.	25 feet.	30 feet.	35 feet.	40 feet.	45 feet.	50 feet.	
RAILROADS.											
Central Iowa Railway.....	15.97	8.98	6.32	7.82	7.42	6.04	6.31	8.79	11.38	4.112	742
Kearny & Des Moines.....	9.72	7.39	2.77	3.44	1.78	1.84	1.38	1.29	5.91	21	181.21
Des Moines & Fort Dodge.....	3.00	3.67	1.06	2.66	2.31	.81	.86	1.06	8.83	721.36	26.12
Des Moines & Minneapolis to Calumet.....	3.14	2.08	1.32	1.38	1.80	5.60	.80	.60	1.21	.88	14.11
Missouri, Iowa & Nebraska to Northern, Wabash.....	1.31	1.19	1.04	1.06	1.47	.82	.41	1.16	2.21	1.00	99.2
St. Louis, Kansas City & Northern, Wabash.....	4.49	1.50	2.56	1.37	1.39	1.21	.15	.45	.49	6.90	9.43
Council Bluffs & St. Louis, Wabash.....	9.07	4.59	3.11	1.70	5.16	2.00	1.44	1.46	.38	2.44	4.77
Clarinda to State Line, Wabash.....	16.57	.09	.09	.34	.....	.....	.....	.....	.....	.....	16.56
Saint Paul, Sioux City & Pacific.....	4.69	5.80	4.81	1.38	2.26	1.33	2.07	1.60	10.00	3.28	22.97
Sioux City & Pacific.....	1.41	.66	1.82	.98	.63	.52	.97	.86	.....	.....	17.04
Minwaukee & St. Paul, Sabina to Cedar Rapids.....	1.08	1.44	2.29	.72	2.09	3.90	3.07	.....	.....	.....	41.23
Minwaukee & St. Paul, State Line to Mason City.....	8.24	15.28	2.14	.46	2.01	.11	.38	4.1	.....	.....	88.30
Minwaukee & St. Paul, State Line to Oelmaur.....	2.97	.96	3.23	1.88	2.06	1.63	1.02	.81	1.04	1.78	43.60
Minwaukee & St. Paul, Cooper to Decatur.....	6.80	4.30	4.70	3.16	5.95	2.70	.65	1.50	8.73	2.40	17.16
Minwaukee & St. Paul, Davenport to Port Aransas.....	13.82	1.19	.....	.....	.....	.....	1.12	1.96	4.83	.25	12.60
Minwaukee & St. Paul, Elkhorn to Maquoketa.....	6.83	4.91	2.18	2.62	3.18	2.06	2.14	2.48	1.42	6.91	19
Clinton, Dubuque, and State Line.....	1.76	.69	.....	.....	.....	1.65	.34	.97	.98	.79	15
Turkey River Branch.....	7.88	4.19	3.06	8.61	2.66	.86	.72	.32	1.11	.....	38.216
Waukon & Mississippi.....	1.34	1.21	1.12	2.06	1.63	1.02	.81	1.04	1.78	.60	63
Dubuque & Dakota, Tripoli to Hampton.....	2.90	2.27	2.96	3.23	1.88	2.27	.56	.98	1.50	8.73	17.16
Cedar Falls & Minnesota.....	6.80	4.30	4.70	3.16	5.95	2.70	.65	1.12	1.96	4.83	12.60
Kansas City, St. Jo., & Council Bluffs.....	1.31	1.81	1.32	1.38	1.38	1.38	1.38	1.38	1.38	1.38	12.60
Minneapolis & St. Louis, Fort Dodge to State Line.....	1.31	.81	.68	.68	.68	.97	1.12	.65	.34	.34	12.60
Des Moines, Adel & Western.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	12.60
Fort Madison & Northwestern.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	12.60
Lehigh and Judd.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	12.60
Bellvue & Cascade.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	12.60
Albia to Centerville, Missouri, Iowa & Nebraska.....	15	47	1.50	1.34	1.61	1.18	.57	.....	.....	.....	12.60
Albia to Morrisville, Chillicothe, Burlington & Quincy.....	47	68	91	34	81	38	47	30	21	42.1	53
Kearny & Northern, Keokuk to Mt. Pleasant.....	86	8	70	1.61	1.44	.86	.76	.64	47	28	1.67
Davenport & Northwestern, Fayette to Jackson Junc.....	38	1.21	.28	.88	1.13	1.19	1.37	1.37	8.00	11.04	47.91
Wilton to Muscatine.....	19	.....	.....	.....	.....	.....	.....	.....	.....	.....	12.60
	11	1.31	.....	.....	.....	.....	.....	.....	.....	.....	12.60



**REPORTS
OF THE
RAILROAD COMPANIES**

FOR THE YEAR ENDING JUNE 30, 1882.



R E P O R T
OF THE
BURLINGTON, CEDAR RAPIDS & NORTHERN
RAILWAY COMPANY,
FOR THE YEAR ENDING JUNE 30, 1882.

C A P I T A L S T O C K .

Amount authorized by articles of association.....	\$ 10,000,000.00
Amount authorized by vote of the company.....	5,500,000.00
Amount issued, number of shares, \$55,000; amount paid in..	5,500,000.00
Total amount paid in as per books of the company.....	5,500,000.00
Amount of stock per mile of road.....	\$ 8,696.20
Amount of stock representing the road in Iowa.	5,500,000.00
Amount of stock held in Iowa. Can't tell	
Total number of stockholders. About 725.	
Number of stockholders in Iowa. Don't know.	

D E B T .

Funded debt as follows:

First mortgage bonds due June, 1906, rate of interest five per cent.....	\$ 6,500,000.00
Interest paid on same during the year.....	\$ 325,000
Minneapolis & St. Louis bonds due June, 1927, rate of interest seven per cent.....	150,000.00
Interest paid on same during the year.....	\$ 10,500
Iowa City & Western bonds due September, 1909, rate of interest seven per cent.....	584,000.00
Interest paid on same during the year.....	\$ 40,880
Cedar Rapids, Iowa Falls & Northwestern Railway bonds due April, 1920, rate of interest six per cent.....	825,000.00
Interest paid.....	\$ 49,500
Cedar Rapids, Iowa Falls & Northwestern Railway bonds due, rate of interest five per cent.....	1,000,000.00
Six months' interest paid.....	\$ 25,000
Total amount of funded debt.....	9,059,000.00

Floating debt:

Incurred for construction.....	
Vouchers and pay rolls.....	\$ 170,617.07
Bills payable... ..	85,000.00
Total amount of floating debt.....	255,617.07
Contingent liability as guarantor of bonds or debts of other roads	
Total amount of debt liabilities.....	\$ 9,314,617.07
Amount of debt per mile of road, average 596 miles.....	\$ 15,628.55
Total amount of stock and debt.....	14,814,617.07
Amount of stock and debt per mile of road.....	24,856.74

REPORT OF RAILROAD COMMISSIONERS.

COST OF ROAD AND EQUIPMENT.

Construction of road and branches (not reported separately) ..	\$ 11,983,177.71
Grading, bridging and masonry.....	6,000.00
Side tracks.....	21,153.71
Sidings.....	9,867.55
Passenger and freight stations, coal sheds and water stations.....	19,113.79
Engine houses, car sheds and turntables.....	37,590.03
Machine shops, including machinery and tools.....	187.75
Engineering.....	200.00

Total expended for construction..... \$ 12,077,326.63

Average cost of construction per mile of road (632.46 miles).....	\$ 19,095.80
Proportion of cost of construction for Iowa.....	11,822,608.52

COST OF EQUIPMENT.

Locomotives.....	\$ 538,087.96
Passenger, mail, baggage, and express cars.....	153,659.40
Freight and other cars.....	1,011,210.98

Total for equipment..... \$ 1,702,908.34

Average cost of equipment per mile of road operated by company.....	\$ 13,506,855.92
Proportion of cost of equipment for Iowa.....	21,788.81

Total cost of road and equipment..... \$ 13,780,234.97

Average cost of road and equipment per mile	\$ 2,692.51
Proportion of cost of road and equipment for Iowa.....	13,506,855.92
Average cost of road and equipment per mile in Iowa.....	21,788.81

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Purchase of other roads (specifying same) and all particulars:

Chicago, Clinton & Western Railway.....	\$ 288,223.86
Total for construction.....	\$ 288,223.86

EQUIPMENT.

Locomotives.....	\$ 22,109.08
Passenger, mail, baggage, and express cars.....	40,580.00
Freight and other cars.....	76,110.34

Total for equipment..... \$ 138,799.37

Any other expenditures charged to property account.....	
Total expenditure charged to property accounts.....	\$ 427,023.23

Net addition to property account for the year..... \$ 138,799.37

GENERAL EXHIBIT.

Total earnings.....	\$ 2,553,405.34
Total expenses, including taxes.....	1,739,276.49
Net earnings.....	814,128.85
Rentals, specifying amount paid to each company:	
Iowa Central Railway.....	\$ 14,495.85
Chicago, Rock Island & Pacific Railway.....	400.00
Interest paid on funded debt, including leased lines.....	451,055.48
Dividends declared. None.	
Balance for the year, cash on hand.....	28,682.04
Balance at commencement of the year.....	43,210.40
Balance at the close of the year, June 30, 1882.....	28,082.04
Income from other sources than earnings.....	36,639.80
 Total income from all sources for the year.....	<u><u>\$ 2,590,045.14</u></u>

ANALYSIS OF EARNINGS.

Earnings, passenger:

From all passengers.....	\$ 533,715.90
From express and baggage.....	20,900.38
From mails.....	<u>33,919.19</u>
Total earnings, passenger department.....	567,935.42
Earnings per train mile run (802,902 miles).....	\$ 67.51
Earnings, freight.....	1,955,984.99
From other sources, freight department.....	<u>5,284.98</u>
Total earnings, freight department.....	1,961,269.92
Earnings per train mile run (1,447.957 miles).....	\$ 1.35.45
Total transportation earnings.....	*2,553,405.34
Earnings per train mile run, from all trains earning revenue (2,050,859 miles).....	\$ 1.24.299
Earnings per mile of road operated (average 596 miles).....	4,284.23
Proportion of earnings for Iowa, miles 596.12.57	2,499,532.48
Rents received for use of road.....	4,200.00
Rents received for use of stations, etc., none.	
Income from all other sources.....	36,039.80
 Total income from all sources.....	<u><u>\$ 2,590,045.14</u></u>

Proportion of income for Iowa.....\$ 2,535,419.68

* Includes \$4,200 rent of track.

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).	
Repairs of road-bed and track.....	\$ 273,699.67
Renewal of rails.....	162,964.51
No. tons laid, steel 12,255.	
No tons laid, iron, none.	
Renewal of ties.....	61,930.94
No laid, 162,158.	
Repairs of bridges, including culverts and cattle-guards.....	66,688.26
Repairs of fences, road-crossings, and signs.....	27,891.69
Repairs of buildings, stations, and water-tanks	45,546.02
 Total.....	<u><u>\$ 638,721.09</u></u>

* Includes \$4,200 track rental.

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives.....	\$ 115,858.31
Repairs of passenger cars.....	28,324.67
Repairs of freight cars.....	125,793.50
 Total.....	 <u>\$ 260,976.48</u>

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives.....	\$ 173,860.80
Water supply.....	4,021.55
Oil and waste.....	23,010.00
Locomotive service.....	141,027.92
Passenger train service.....	24,357.03
Passenger train supplies.....	10,237.46
Mileage of passenger cars (debit balance).....	4,743.51
Freight train service.....	103,772.53
Freight train supplies.....	13,889.53
Mileage of freight cars (debit balance).....	5,340.02
Telegraph expenses (maintenance and operating).....	21,894.76
Damage and loss of freight and baggage.....	3,948.78
Damage to property and cattle.....	26,510.82
Personal injuries.....	17,682.54
Agents and station service.....	91,817.08
Station supplies.....	10,059.99
 Total.....	 <u>\$ 676,783.91</u>

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks.....	\$ 49,225.52
Legal expenses.....	6,742.74
Insurance.....	3,675.00
Stationery and printing.....	13,267.45
Outside agencies and advertising.....	21,998.74
Contingencies.....	11,396.89
Taxes in Iowa.....	\$ 46,479.04
Taxes in Minnesota.....	1,010.18
Total taxes.....	 <u>47,489.17</u>
 Total.....	 <u>\$ 153,795.01</u>

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings.....	\$ 638,721.09
Maintenance of motive power and cars.....	260,976.48
Conducting transportation.....	676,783.91
General expenses, including taxes.....	153,705.01
Total operating expenses and taxes.....	 <u>1,739,276.49</u>
Operating expenses and taxes per mile of road, average 598 miles.....	2,918.25
Operating expenses and taxes per train mile run, for trains earning revenue (2,050,850 miles); cents .....	.84.75
Proportion of operating expenses and taxes for Iowa.....	 <u>1,603,191.91</u>
Expenses of running and management of passenger trains.....	219,959.11
Expenses of running and management of passenger trains, per train mile, 602,902 miles; cents .....	.36.48
Expenses of running and management of freight trains.....	 <u>507,448.88</u>
Expenses of running and management of freight trains, per train mile, cents .....	.35.04
Expenses of running and management of all trains earning revenue, cents.....	 <u>35.46</u>

GENERAL RECAPITULATION.

Total income.....	\$ 2,590,045.14
Total operating expenses and taxes	1,739,276.49
Net income above operating expenses and taxes.....	850,768.65
Net income above operating expenses, taxes, and interest....	399,713.17
Gross income per train mile run (2,288.657 miles).....\$ 1.13.17	
Net income per train mile run (2,288.657 miles); cents 17.466	
Percentage of net income to stock and debt..... 2.698	
Percentage of net income to cost of road and equipment..... 2.9	

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

SURPLUS.

Surplus at the commencement of the year.....	\$
Surplus at the close of the year.....	
The amount invested in railroad stocks.....	
Give the name of each road, and the number of shares owned in each of them and the par value of shares.....	
The amount invested in railroad bonds, the number of bonds, and the par value of each, the name of each road, and the amount invested in the bonds of each.....	
The amount of its own stock or bonds owned by the company.....	
Amount absorbed in construction.....	
Amount in material and balance from other roads.....	

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS,
JUNE, 30, 1882.

DEBIT.

Cost of consolidated road, equipment, and property	\$ 13,780,234.97
Proprietary railroad, Chicago, Clinton & Western.....	288,223.86
Cost of leased lines:	
Iowa City & Western Railway.....\$ 659,566.34	
Cedar Rapids, Iowa Falls & Northwestern..... 1,775,306.27	
	2,434,872.61
Coupon interest paid to June 30, 1882.....	451,055.48
Assets:	
Capital stock not issued.....	4,500,000.00
Due from railway and express companies.....\$ 17,638.02	
Due from station balances..... 39,728.29	
Due from bills receivable..... 485.00	
Real estate..... 21,705.90	
Cash on hand..... 28,692.04	
	108,289.25
Material and fuel account:	
Machinery department.....\$ 99,479.65	
Engineer's department..... 155,642.40	
	255,122.05
Total.....	\$ 21,817,748.23

REPORT OF RAILROAD COMMISSIONERS.

CREDIT.

Capital stock.....	\$ 10,000,000.00
Funded debt:	
Bonds of B., C. R. & N. R'y, 5 per cent currency ..	
Bonds of M. & St. L. R'y, 7 per cent gold.....	150,000.00
Bonds of C. R., I. F. & N. W. R'y, 6 per cent....	825,000.00
Bonds of C. R., I. F. & N. W. R'y, 5 per cent....	1,000,000.00
Bnd's of I. C. & W. R'y, seven per cent.....	584,000.00
	<u>9,059,000.00</u>
Unfunded debt:	
Vouchers and pay-rolls.....	\$ 170,617.07
Bills payable.....	<u>85,000.00</u>
	<u>255,617.07</u>
Income:	
Lots leased and sold	\$ 1,898.94
Miscellaneous.....	34,740.86
Net earnings.....	<u>2,466,491.35</u>
	<u>2,503,131.15</u>
Total.....	<u><u>\$ 21,817,748.22</u></u>

DESCRIPTION OF ROAD.

Length main line of road from Burlington to Albert Lea....	*241.82
Length main line of road in Iowa	229.25
Length main line of road in Minnesota.....	12.57
Branches owned or leased by this company:	
Milwaukee Division, from Lewis to Postville, single track.	94.13
Muscatine Division, from Muscatine to Riverside, single track.....	30.58
Pacific Division, from Vinton to Holland, single track....	48.12
Iowa City Division, from Elmira, What Cheer, Thornburg, and Montezuma.....	83.02
Iowa Falls Division, from Holland to Emmettsburg.....	111.49
Chicago, Clinton & Western, from Clinton to Noe's, not in operation yet.....	23.80
Total length of branches owned by this company.....	890.64
Total length of branches owned by this company in Iowa.....	390.64
Total length of road belonging to this company.....	632.46
Aggregate length of sidings and other tracks not above enumerated.....	61.70
Same in Iowa.....	60.80
Aggregate length of track, computed as single track, exclusive of sidings ..	632.46
Same in Iowa.....	619.89
Total length of steel rails in tracks in Iowa, exclusive of sidings.....	351.40
Total length of iron rails in tracks in Iowa, exclusive of sidings ..	268.49
Weights per yard, steel 52, 56, and 60.	
Weights per yard, iron 52, and 54.	
Gauge of track 4 feet 8½ inches.	

* Does not include 11.89 miles from Manly Junction to Northwood, leased from the Iowa Central Railway.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description, and length of each:

Iowa Central, from Manly Junction to Northwood.	
Total length of above road, miles.....	11.89
Total length of above road in Iowa, miles	11.89
If any part of the road was first opened for operation during the past year, state the date. From Clarion to Emmetsburg, about October 1, 1881.	
Total number of miles operated by this company.....	620.55
Total miles road operated by this company in Iowa.....	617.98

STATIONS.

Number of stations on all roads owned by this company....	99
Same in Iowa.....	99
Number of stations on all roads operated by this company....	99
Same in Iowa.....	99
Number of telegraph offices in stations in Iowa	99

EMPLOYES.

Number of persons regularly employed on all roads operated by this company (including officials and clerks at general office, 63).....	2,080
Amount paid employees, including officials, on all roads operated by this company—whole line.....\$	947,471.73

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length.....	2	292
Combination bridges over 100 feet in length.....	17	4,770
Iron bridges over 100 feet in length.....	1	113
Wooden truss bridges under 100 feet in length.....	36	2,204
Wooden trestle and pile.....	923	54,222

ARCH CULVERTS AND VIADUCTS IN IOWA.

Less than 20 feet opening (Iowa City Division).....	2
-----------------------------------------------------	---

BOX CULVERTS IN IOWA.

Timber	824
Stone	77

CATTLE-GUARDS.

Number of in Iowa	1,071
-------------------------	-------

RENEWALS OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.).....	364,600
Amount of trestle work replaced with earth during the year, lineal feet.....	67
Timber culverts replaced with timber. No record kept.	3,648

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	KIND.	MATERIAL.	WHEN BUILT.	LENGTH.
Toddville	Howe Truss, pony..	Wood	May, 1881	80 ft.
Traer	Wood	Wood	January, 1882	80 ft.
Goldfield	Wood	Wood	September, 1881	80 ft.
Livermore	Wood	Wood	October, 1881	80 ft.
Independence	Combination	Wood and iron	April, 1882	146 ft., 11 $\frac{1}{2}$ in.
Elgin	Wood and iron	Wood and iron	April, 1882	146 ft., 11 $\frac{1}{2}$ in.
River Junction	Wood and iron	Wood and iron	January, 1882	146 ft.
Iowa City	Wood and iron	Wood and iron	November, 1881	168 ft., 3 in.
Livermore	Wood and iron	Wood and iron	February, 1882	146 ft., 11 $\frac{1}{2}$ in.
Adams	Wood and iron	Wood and iron	Finished June, 1882	628 ft., 10 $\frac{1}{2}$ in.

Give the average number of years the trestle and pile bridges last on your roads in Iowa 7
 Give the average number of years that wooden truss bridges last on your roads in Iowa 8

ROAD-BED AND TRACK.

Number of track sections in Iowa	105
Average length of sections, miles	6.36
Average number of men in each section gang	5.3
Number of new ties laid in track during the year in Iowa	162,156
Average number of new ties per mile of road	326
New rails laid in track during the year in Iowa—steel (1,225.5 tons), miles	15
Total track laid with new rails during the year in Iowa, miles	15
What is the average number of years that iron rails last in your track on main line in Iowa	3 to 4
What is the average number of years that iron rails last in your track on branches in Iowa	4 to 8
What is the average number of years that steel rails last in your track on main line in Iowa	Laid in 1876, still good.
What is the average number of years that ties last in your track in Iowa	White oak, 6 Soft wood, 4

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

- C., R. I. & P. R. R., at Columbus Junction.
- Muscatine Div. B., C. R. & N. R. R., at Nichols.
- C., R. I. & P. R. R., at West Liberty.
- C. & N. W. R. R., at Cedar Rapids and Goldfield.
- Illinois Central R. R., at Cedar Falls, Independence, and Iowa Falls.
- Dubuque & Dakota R. R., at Clarksville.
- C., M. & St. Paul R. R., at Nora Junction, Plymouth Junction, Emmetsburg, and Donnan.
- Iowa Central R. R., at Abbott.
- M. & St. Louis Railway, at Livermore.

What railroads cross your road, either over or under, and at what locality?

- C., M. & St. P. R. R., at Linn Junction, overhead, main line.
- C., M. & St. P. R. R., at Linn Junction, overhead, Milwaukee Div.
- C., R. I. & P. R. R., at Iowa City, overhead, Iowa City Div.

Number of highway crossing at grade	740
Number of highway crossings at which there are flagmen	1
Number of highway crossings over railroad	2
Number of highway crossings under railroad	2
Number of highway bridges 18 feet above track	1
Number of highway bridges less than 18 feet above track	1

FENCING IN IOWA.

How many miles of fencing have you on your road.....	277.7
What is the average cost per rod.....	1.00
What is the total cost of same.....	88,864.00
How many miles of new fencing have you built during the year.....	34.6
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Des Moines county.....	1.8
In Benton county.....	14.2
In Black Hawk county.....	12
In Bremer county.....	2.5
In Butler county.....	14.6
In Floyd county.....	12.9
In Cerro Gordo county.....	3.8
In Worth county.....	16.5
In Linn county.....	11
In Buchanan county.....	19.5
In Fayette county.....	36
In Winneshiek county.....	1
In Allamakee county.....	1.3
In Muscatine county.....	9.3
In Johnson county.....	15.2
In Washington county.....	27.3
In Tama county.....	11
In Grundy county.....	19.2
In Hardin county.....	14.2
In Franklin county.....	11.5
In Wright county.....	23.3
In Humboldt county.....	28.4
In Kossuth county.....	4.3
In Palo Alto county.....	15.5
Total miles	821.8

ROLLING STOCK.

Number of locomotives	64
Number of passenger cars.....	26
Number of baggage, mail, and express cars, including combination cars (8).....	20
Number of chair cars.....	2
Number of box freight cars.....	1,599
Number of stock cars.....	111
Number of platform and coal cars.....	514
Number of other cars.....	39
Total	2,806
Maximum weight of locomotives and tenders, tons.....	36½
Average weight of locomotives and tenders, tons.....	30¾
Number of locomotives equipped with train-brake.....	18
Kind of brake, Westinghouse air-brake.	
Maximum weight of passenger cars, tons.....	24
Average weight of passenger cars, tons.....	22
Number of cars equipped with train-brake.....	44
Kind of brake, Westinghouse air-brake.	
Number of passenger cars equipped with Miller platform and buffer.....	44
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Do not know.	

REPORT OF RAILROAD COMMISSIONERS.

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	602,902
Miles run by freight trains during the year.....	1,447,957
Miles run by switching trains during the year.....	184,894
Miles run by other trains during the year	52,904
Total train mileage	2,288,657

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	3
Average weight of passenger trains, exclusive of passengers, tons	100
Average number of cars in freight trains	18
Average weight of freight trains, exclusive of freight, tons..	247

PASSENGER TRAFFIC.

Number of through passengers carried.....	5,983
Number of local passengers carried	469,207
Total number of passengers carried.....	475,190
Total passenger mileage, or passengers carried one mile.....	20,658,687
Average distance traveled by each passenger, miles	43.47
Average amount received from each passenger.....	1.12
Highest rate of fare per mile for any distance (local), cents...	3½
Lowest rate of fare per mile for any distance (local), cents...	3
Average rate of fare per mile for all passengers (local and through), cents.....	2.585

FREIGHT TRAFFIC.

Total tons of freight carried.....	1,627,920
Total freight mileage, or tons carried one mile	147,465,549
Average rate per ton per mile received for through freight...	
Average rate per ton per mile received for local freight	
Average rate per ton per mile received for all freights	
Average rate per ton per mile received from freight to and from other roads.....	1.320
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa.....	

CAR MILEAGE.

Number of miles run by loaded freight cars east and south... .	15,226,694
Number of miles run by loaded freight cars west and north .. .	5,649,609
Number of miles run by empty freight cars east and south... .	
Number of miles run by empty freight cars west and north .. .	
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south.....	About as 1 to 3.
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north.....	

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles.....	26
Rate of speed of freight trains, including stops, miles.....	11

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	877,347	23.18
Flour and meal	104,162	6.39
Provisions (beef, pork, lard, etc.).....	25,249	1.55
Animals	138,061	8.48
Agricultural implements.....	9,388	.58
Lumber and forest products	170,081	10.44
Coal	506,889	31.11
Seed (principally flax)	24,140	1.48
Salt, lime, cement, stone, brick, etc.....	34,319	2.11
Butter and eggs.....	8,375	.51
Iron, steel, and castings	47,454	2.92
Manufactures.....	29,761	1.83
Merchandise, and other articles not enumerated above	154,285	9.72
Total tons carried.....	1,627,920	100

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? The American Express Company, which pays us \$75 a day. The United States Express Company pays us \$6 per day.

TRANSPORTATION COMPANIES.

Oliver Adams, agent; general office, New York; amount paid, \$19,848.00.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? The Pullman sleepers are run on this road; we pay three cents per mile; by Pullman Palace Car Co.; from \$1.50 to \$2.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Paid to Pullman Palace Car Co., \$4,779.08. Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. Three cents per mile; paid to the treasurer of the Pullman Palace Car Co.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service? We received \$32,531.08 during the year ending June 30, 1882.

What amount have you paid for receiving and delivering mail to and from stations on your road? \$952.00.

TELEGRAPH.

How many miles of telegraph are owned by your company? None; all owned by the Western Union Telegraph Co.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1883.

104

REPORT OF RAILROAD COMMISSIONERS.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.			
August 29	Unknown; tramp	Clarksville	Found dead on box-car loaded with railroad iron.
September 6	Maggie Quirk; single; 25 years	Independence	Threw herself in front of moving freight train; supposed to have been insane.
September 14	S. N. Neal, express messenger	Wellman	Collision: stood on rear end of train just moving out of station; tried to signal approaching train; his own fault, as he could have saved himself by stepping off.
October 12	Wm. Hardy, engineer	Mount Auburn	Track torn up by train-wreckers.
October 20	H. Roberts, brakeman	Greene	Foot slipped in getting on engine.
December 8	M. H. Maul, laborer	Garrison	Fell off front end of moving hand-car.
December 8	A. Botfield, brakeman	Manly Junction	Knocked off side of freight car by colliding with corner of elevator; his own fault.
1882.			
January 17	M. R. Riley, brakeman	Greene	Fell between freight cars while in motion.
February 22	R. L. Tompkins, brakeman	Greene	Knocked off side of freight car by corner of coal-house; his own fault.
May 8	W. Delsenburg, boy	What Cheer	Attempted to jump on switch-engine; his own fault.
INJURED.			
1881.			
August 8	P. Cory, switchman	Cedar Rapids	Foot slipped in attempting to jump on moving car; no one to blame.
August 15	F. Raderstrom, laborer	Sand pit, near Ely	Bank caved in while digging for gravel.
August 15	W. Grundol, laborer	Sand pit, near Ely	Place was dangerous.
August 22	H. Player, stockman	Between Greene and Clarksville	Bank caved in while digging for gravel.
September 29	Oma, Hanover, brakeman	West Branch	Freight train wrecked by a car jumping the track; man was riding on top of train; his own fault.
October 12	J. Crawford, tramp	Iowa Junction	Attempting to jump on moving train; his own fault.
October 17	Del. Oulkins, engineer	Iowa City	Engine fell through a bridge badly weakened by a sudden raise of the water; no one to blame.
October 17	E. A. Jole, fireman	Iowa City	Engine fell through a bridge badly weakened by a sudden raise of the water; no one to blame.

REPORT OF ACCIDENTS—CONTINUED.

INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.			
November 18	H. Shepard, brakeman	Solon	Coupling cars; no one to blame.
November 19	Wm. Forbush, passenger	Rockford	Train jumped the track; no one to blame.
November 19	W. E. Harturz, passenger or	Rockford	Train jumped the track; no one to blame.
November 22	M. K. Fisher, brakeman	Iowa Falls	Coupling cars; no one to blame.
December 20	Jas. Rhodus, conductor	West Liberty	Coupling cars; no one to blame.
1882.			
January 17	Jas. C. Hawes, brakeman	Wellman	Coupling cars; no one to blame.
January 20	Jas. Elligel, laborer	Graham	Fell off dumping car; his own fault.
January 30	H. T. Hartman, brakeman	Solon	Coupling cars; no one to blame.
February 1	T. Esseman, laborer	Burlington	Fell off plank in roundhouse; his own fault.
February 20	S. Sampson, switchman	Cedar Rapids	Coupling cars; no one to blame.
February 22	H. D. Newland, switchman	Cedar Rapids	Collision in yard; company at fault.
February 28	W. S. Waukon, switchman	Cedar Rapids	Coupling cars; no one to blame.
March 6	J. P. McAllister, citizen	Burlington	Laid down on track; intoxicated; his own fault.
March 17	Jas. Montgomery, architect	Cedar Rapids	Coupling cars; no one to blame.
April 16	Jas. Lynch, section foreman	Greene	Riding on hand-car at night after work without order; collided with passenger train; his own fault.
May 8	Richard Wayne, brakeman	LaPorte	Coupling cars; no one to blame.
May 19	Wm. Robins, pump repairer	Dow	Caught his hand in machinery while oiling windmill.
June 22	Xaferwaber, tramp	Albert Lea	Attempted to crawl under freight train; his own fault.

TABULAR STATEMENT OF ACCIDENTS.

CAUSE OF ACCIDENT.	KILLED.			INJURED.		
	Passengers	Employees.	Others.	Passengers.	Employees.	Others.
Derailments						
Collisions			1		1	
Caught in frogs						
Coupling cars						
Falling from trains		4				10
Getting on and off trains		1				3
Train wrecking		1				
Miscellaneous						9
Overhead obstructions						
Stealing rides		2				
Trespassers on track			1			
Total.....	6	4	23			1

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	10
Number of persons injured during the year	26
Number of casualties purely accidental during the entire year.....	19
Number resulting from lack of caution, carelessness, or misconduct.....	9
Number of persons killed or injured while intoxicated	1
Number of trespassers on track killed or injured.....	1
Number of tramps or others stealing rides killed or injured	4
Suicides in Iowa.....	1
Train wrecking	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President and Corporation Counsel—Judge J. Tracy, Burlington, Iowa.
Secretary—S. S. Dorwart, Cedar Rapids, Iowa.
Treasurer—H. H. Hollister, New York.
Assistant Treasurer—C. Stickney, Cedar Rapids, Iowa.
General Superintendent—C. J. Ives, Cedar Rapids.
Division Superintendents—{ R. Williams, Cedar Rapids.
Chief Engineer—John C. Fox, Cedar Rapids.
Superintendent of Telegraph—L. A. Bein, Cedar Rapids.
Auditor—J. C. Broeksmitt, Cedar Rapids.
General Passenger and Ticket Agent—B. F. Mills, Cedar Rapids.
General Freight Agent—A. L. Mohler, Cedar Rapids.
General Solicitor—S. K. Tracy, Burlington.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Judge J. Tracy, Burlington, Iowa.
Charles Bard, Norwich, Connecticut.
C. D. Close, Iowa City, Iowa.
J. W. Blythe, Burlington, Iowa.
J. C. Peasley, Chicago, Illinois.
C. Lynde, Rock Island, Illinois.
J. N. Dewey, Des Moines, Iowa.
John L. Blair, Blairstown, New Jersey.
E. S. Bailey, Clinton, Iowa.
C. P. Squires, Burlington, Iowa.
Lyman Cook, Burlington, Iowa.
T. H. Griggs, Davenport, Iowa.
J. Carscadden, Muscatine, Iowa.

Date of annual meeting of stockholders, last Tuesday in February of each year.

Fiscal year of company ends December 31st.

General offices of the company are located at Cedar Rapids, Iowa.

STATE OF IOWA,
COUNTY OF LINN. } ss.

C. J. Ives, General Superintendent of the Burlington, Cedar Rapids & Northern Railway Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of the company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed)

[R. R. SEAL.]

C. J. IVES,
General Superintendent.

Subscribed and sworn to before me, this 14th day of September, A. D. 1882.

JOHN C. BROEKSMIT,
Notary Public.

[L. S.]

Received and filed in the office of the Commissioners of Railroads, this 15th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT
OF THE
**CHICAGO, BURLINGTON & KANSAS CITY
RAILWAY COMPANY,**

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association.....	\$ 8,000,000.00
Amount issued, number of shares.....	None.

Total amount paid in as per books of the company.....	<u>\$ 8,000,000.00</u>
-------------------------------------------------------	------------------------

DEBT.

Funded debt as follows:

First mortgage bonds due September 1, 1921; rate of interest, four per cent.....	\$ 4,300,000.00
Interest paid on same during the year.....	

Total amount of funded debt.....	\$ 4,300,000.00
Total amount of floating debt.....	293,305.77

Total amount of debt liabilities.....	<u>\$ 4,593,305.77</u>
---------------------------------------	------------------------

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES.

No record.

Average cost of construction per mile of road (181 miles.) No record.
Proportion of cost of construction for Iowa. No record.

COST OF EQUIPMENT.

No record.

PROPERTY ACCOUNTS.

**CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN
INCREASED DURING THE YEAR.**

No record.

Total expenditures charged to property accounts. No record.
Property sold (or reduced in valuation on the books) and credited
to property accounts during the year (specifying same). None.

Amount the capital has been increased by stock or other dividends that is not represented by actual increase of property—dividing surplus or any other increase.....	\$	None.
Net addition to property account for the year.....		None.

GENERAL EXHIBIT.

Total earnings.....	\$	248,136.10
Total expenses, including taxes.....		265,994.98
Net earnings.....		None.
Rentals, specifying amount paid to each company:		
Wabash, St. Louis & Pacific.....	\$	12,000.00

ANALYSIS OF EARNINGS.

Earnings, passenger:

From local passengers. No record.		
From through passengers. No record.		
From all passengers	\$	61,142.19
From express and baggage.....		6,523.24
From mails.....		8,833.66

Total earnings, passenger department..... \$ 76,499.08

Earnings per train mile run, miles. No record.

Earnings, freight:

Total earnings, freight department.....	\$	171,148.79
Earnings per train mile run, ... miles. No record.		
Total transportation earnings.....	\$	247,647.87
Earnings per mile of road operated, 181 miles.....	\$	1,368.22
Proportion of earnings for Iowa.....		160,081.74
Car mileage (credit balances).....		
Income from all other sources, telegraph earnings.....		488.18

Total income from all sources..... \$ 248,136.10

Proportion of income for Iowa..... \$ 160,397.36

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track.....	\$	96,228.73
Renewal of rails,		
No. tons laid, steel, 4,901. } Cost included in above.		
Renewal of ties,		
No. laid, 48,000.		
Repairs of bridges, including culverts and cattle-guards.....		29,305.29
Repairs of fences, road-crossings, and signs.....		5,573.96
Repairs of buildings, stations, and water-tanks.....		6,207.59

Total..... \$ 137,810.59

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives.....	\$	12,471.59
Repairs of passenger and freight cars.....		11,823.81
Total.....	\$	24,295.40

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives (included in locomotive service).....	\$	4,087.90
Water supply	\$	4,087.90
Oil and waste (included in locomotive and train service).....		34,499.25
Locomotive service		15,591.99
Passenger train service and supplies		
Freight train service... { Included in passenger train service.		
Freight train supplies..		
Mileage of passenger and freight cars (debit balance).....		6,005.78
Telegraph expenses (maintenance and operating).....		1,490.02
Damage and loss of freight and baggage.....		1,087.29
Damages to property and cattle.....		7,187.91
Personal injuries		184.70
Agents and station service and station supplies.....		14,256.45
Total.....	\$	<u>84,201.29</u>

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks.....	\$	14,872.64
Legal expenses		471.87
Insurance.....		162.94
Stationery and printing (distributed to the different accounts)		
Contingencies.....		28.00
Taxes in Iowa.....	\$	3,738.69
Taxes in other States.....		1,334.06
Total taxes.....		<u>5,067.75</u>
Total.....	\$	<u>20,097.70</u>

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings.....	\$	137,810.59
Maintenance of motive power and cars.....		24,295.40
Conducting transportation		84,291.29
General expenses, including taxes.....		20,097.70
Total operating expenses and taxes.....		<u>265,994.98</u>
Operating expenses and taxes per mile of road.....	\$	1,469.58
Operating expenses and taxes per train mile run, for trains earning revenue, .. miles. No record.		
Proportion of operating expenses and taxes for Iowa.....		171,941.46
Expenses of running and management of passenger trains. No record.		
Expenses of running and management of passenger trains, per train mile. No record.		
Expenses of running and management of freight trains. No record.		
Expenses of running and management of freight trains, per train mile. No record.		
Expenses of running and management of all trains earning revenue. No record.		
Percentage of expenses to income		107.197

GENERAL RECAPITULATION.

Total income.....	\$ 248,136.10
Total operating expenses and taxes.....	\$ 265,994.98
Net income above operating expenses and taxes.....	None.
Are charges for transportation of company's supplies included in the earnings as reported for your road?	
No company's material carried free.	

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS
JUNE 30, 1882.

DEBIT.

Construction.....	\$ 4,513,980.52
Material.....	16,000.87
Due from agents and connecting lines.....	40,778.52
Accounts and bills receivable.....	2,282.19
Taxes.....	3,787.59
Insurance.....	162.94
Operating expenses	112,788.57
Cash.....	20,125.18
	<u>\$ 4,709,736.38</u>

CREDIT.

Bonded debt, first mortgage bonds.....	\$ 4,800,000.00
Due agents and connecting lines.....	202,237.77
Unpaid accounts and approved vouchers.....	91,068.00
Earnings.....	116,430.61
	<u>\$ 4,709,736.38</u>

DESCRIPTION OF ROAD.

Length main line of road from Burlington, Iowa, to Laclede, Missouri, miles	181
Length main line of road in Iowa, miles.....	117
Length main line of road in Missouri, miles.....	64
Total length of road belonging to this company, miles	14
Aggregate length of sidings and other tracks not above enu- merated, miles	7.68
Same in Iowa.....	3.7
Total length of steel rails in tracks in Iowa, exclusive of sid- ings, miles	16
Total length of iron rails in tracks in Iowa, exclusive of sid- ings, miles.....	165
Weights per yard, steel, 56 pounds.	
Weights per yard, iron, 50 and 52 pounds.	
Gauge of track.....	4 feet 8½ n.

ROADS AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY
THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:

Chicago, Burlington & Quincy, between Burlington and Viele, length, miles.....	25
Wabash, St. Louis & Pacific Railway, between Bloomfield and Moulton, length, miles.....	14
Total length of above roads, miles.....	39
Total length of above roads in Iowa.....	39

Total length of above roads in other States (specifying each) ..	None.
Total miles of road operated by this company, length, miles..	181
Total miles of road operated by this company in Iowa, length, miles.....	117

STATIONS.

Number of stations on all roads owned by this company.....	30
Same in Iowa.....	18
Number of stations on all roads operated by this company...	*34
Same in Iowa.....	*22
Number of telegraph offices in stations in Iowa.....	14

EMPLOYES.

Number of persons regularly employed on all roads operated by this company .. .	350
Amount paid employees, including officials, on all roads opera- ted by this company.....	\$ 39,286.39

BRIDGES IN IOWA.

	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length.....	8 1,636
Wooden truss bridges under 100 feet in length.....	1 75
Wooden trestle and pile.....	137 12,216

BOX CULVERTS IN IOWA.

Timber.....	62
Stone.....	5

CATTLE-GUARDS.

Number in Iowa.....	288
---------------------	-----

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges dur- ing the year (feet B. M.) .. .	125,000
Amount of trestle work replaced with earth during the year (lineal feet).....	57

ROAD-BED AND TRACK.

Number of track sections in Iowa.....	17
Average length of sections, miles.....	4½
Average number of men in each section gang.....	3
Number of new ties laid in track during the year in Iowa....	48,000
Average number of new ties per mile of road.....	336
New rails laid in track during the year in Iowa—steel [1,401 tons]—miles.....	15
Total track laid with new rails during the year in Iowa, miles.	15
What is the average number of years that iron rails last in your track on main line in Iowa? .. .	11
What is the average number of years that ties last in your track in Iowa? .. .	9

* Of these, three stations are on the Chicago, Burlington & Quincy between Viele and Burlington, and one station on the Wabash, St. Louis & Pacific Railway between Moulton and Bloomfield.

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?
 St. Louis, Keokuk & Northwestern Railroad at Donnelson, Iowa.
 Chicago, Rock Island & Pacific Railroad at Farmington, Iowa.
 Wabash, St. Louis & Pacific Railroad at Sedan, Iowa.

Number of highway crossings at grade.....	70
Number of highway crossings over railroad.....	None.
Number of highway crossings under railroad.....	2

FENCING IN IOWA.

How many miles of fencing have you on your road.....	22
What is the average cost per rod, cents.....	90
What is the total cost of same.....	6,000.00
How many miles of new fencing have you built during the year	10
Give the number of miles needed on both sides of your track in each county in Iowa.....	No record.

ROLLING STOCK.

	LEASED.	OWNED.	TOTAL
Number of locomotives.....	9	9	
Number of passenger cars.....	3	3	
Number of baggage, mail, and express cars.....	3	3	
Number of box freight cars.....	41	41	
Number of stock cars.....	9	9	
Number of platform cars.....	18	18	
Number of coal cars.....	50	38	88
Number of other cars.....	4	4	
Total.....			166

Maximum weight of locomotives and tenders, 60 tons.

Average weight of locomotives and tenders, 45 tons.

Number of locomotives equipped with train brake. One.

Kind of brake, Westinghouse air brake.

Maximum weight of passenger cars, 16 tons.

Average weight of passenger cars, 18 tons.

Number of cars equipped with train-brake. All.

Kind of brake, Westinghouse plain air brake.

Number of passenger cars equipped with Miller platform and buffer. All.

The amount of tonnage that can be carried over your road exclusive of cars,
by an engine of given weight. No record.

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour.....	20
Rate of speed of freight trains, including stops, miles per hour	10

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what
conditions as to rates, etc.; what kind of business is done by them, and do
you take their freights at the depot, or at the office of such express com-
pany? American Express Company. One and one-half first-class rates for
freight, and half fare for messenger. Take freight at depot.

U. S. MAIL IN IOWA.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service? \$8,888.71 per annum. Daily, except Sunday.

TELEGRAPH.

How many miles of telegraph are owned by your company? 53 miles. What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union Telegraph Company. 105 miles.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881. October 28	George Hopkins, brakeman	Council, Iowa	Falling between cars.
November 3	John Hues, citizen	Cascade, Iowa	Standing or walking on track; struck by train; company not responsible.

INJURED.

1881. December 19	Crowley, brakeman	Exline, Iowa	Foot hurt; draw-head breaking off dropped on his foot, while making coupling.
December 21	Wilson, brakeman	Bloomfield, Iowa	Two fingers mashed; caught between two coal oil barrels while unloading freight.
1882. April 29	James Kinney, brakeman	Caldwell, Iowa	Head and hip bruised; not serious; fell from train while in motion.
May 11	Michael Starr, brakeman	Pulaski	Arm cut off; head injured; will recover. Fell from freight train while in the line of duty.
May 21	Jim Blair, trackman	Willets	Finger mashed; got finger caught between iron rails while loading.
May 25	Frank Taylor, citizen	Steenboe	Head hurt; will recover. Was struck by passing train while lying on track.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.		INJURED.	
	Employees	Others.	Employees	Others.
Coupling cars.....			1	1
Falling from train.....	1		2	
Miscellaneous.....			2	
Trespassers on track.....		1		1
Total.....	1	1	6	1

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year.....	2
Number of persons injured during the year.....	6
Number of casualties purely accidental during the entire year.....	6
Number resulting from lack of caution, carelessness, or misconduct.....	2
Number of persons killed or injured while intoxicated. Cannot say.	
Number of trespassers on track killed or injured.....	2

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—J. T. Remey, Burlington, Iowa.

Secretary and Treasurer—T. S. Howland, Burlington, Iowa.

General Manager—T. J. Potter, Chicago, Illinois.

General Superintendent—Jno. W. Smith, Keokuk, Iowa.

Chief Engineer—H. A. Sumner, Keokuk, Iowa.

Superintendent of Telegraph—H. H. Libbe, Keokuk, Iowa.

Auditor—Jno. L. Lathrop, Chicago, Illinois.

General Passenger and Freight Agent—J. H. Best, Jr., Keokuk, Iowa.

Attorney—H. H. Trimble, Keokuk, Iowa.

DIRECTORS.

J. T. Remey, Burlington, Iowa.

T. S. Howland, Burlington, Iowa.

W. W. Baldwin, Burlington, Iowa.

H. B. Scott, Burlington, Iowa.

H. B. Ransom, Burlington, Iowa.

Date of annual meeting of stockholders, Wednesday after fourth Monday in April.

Fiscal year of company ends, December 31st.

General offices of the company are located at Burlington, Iowa.

STATE OF IOWA, { ss.
COUNTY OF LEE. }

John W. Smith, General Superintendent of the Chicago, Burlington & Kansas City Railway Company, being duly sworn deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed)

JNO. W. SMITH,
General Superintendent.

Subscribed and sworn to before me, this 14th day of September, A. D. 1882.
[L. S.] **PHIL. MEYLING,**
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this
15th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT
OF THE
CENTRAL IOWA RAILWAY COMPANY,
FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association.....	\$ 7,000,000.00
Amount authorized by vote of the company, with power to increase.....	19,000,000.00
Amount issued, number of shares, 58,200; amount paid in.....	5,820,000.00
Amount paid in on shares not issued, number of shares full.....	3,750,000.00
Amount of common stock issued.....	2,070,000.00
Total amount paid in as per books of the company.....	<u><u>\$ 5,820,000.00</u></u>
Amount of stock per mile of road.....	20,236.44
Amount of stock representing the road in Iowa.....	5,820,000.00
Amount of stock held in Iowa.....	235,900.00
Total number of stockholders.....	1,376
Number of stockholders in Iowa.....	7

DEBT.

Funded debt as follows:

Bonds due 1849, rate of interest seven per cent.....	\$ 3,700,000.00
Interest paid on same during the year.....	\$ 259,000
1,200 bonds due 1812, rate of interest six per cent	1,200,000.00
Interest paid on same during the year.....	629,000.00
Bonds due at pleasure.....	
Interest paid on same during the year.....	
Car trust certificates.....	210,000.00
Total amount of funded debt.....	<u><u>\$ 5,739,000.00</u></u>

COST OF ROAD AND EQUIPMENT.

Total cost of road and equipment.....	<u><u>\$ 11,589,568.77</u></u>
Average cost of road and equipment per mile.....	\$ 40,122.98
Proportion of cost of road and equipment for Iowa, all.	

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading.....	\$ 20,566.15
Bridging and masonry.....	80.24
Superstructure, including rails.....	50,014.60
Land, land damages, and fences.....	15,457.12
Passenger and freight stations, coal sheds, and water stations.....	41,248.59
Engine house, car sheds, and turntables.....	3,837.66
Machine shops, including machinery and tools.....	2,236.50
Purchase of other roads (specifying same) and all particulars. Information not in Marshalltown office.	
Total for construction.....	\$ 133,435.86

EQUIPMENT.

Freight and other cars.....	\$ 2,969.01
Total for equipment.....	\$ 2,969.01
Total expenditures charged to property accounts.....	\$ 136,404.87
Property sold (or reduced in valuation on the books) and credited property accounts during the year (specifying same):	
Placed in trust.....	\$ 97,906.27
Net addition to property account for the year.....	\$ 39,398.60

GENERAL EXHIBIT.

Total earnings.....	\$ 1,170,880.69
Total expenses, including taxes	738,120.69
Net earnings.....	\$ 432,760.00
Rentals, specifying amount paid to each company:	
C., R. I. & P. R'y, \$6,000, included in above expenses.	
G. & M. R'y, to December 31, 1881.....	\$ 4,098.20
Interest accruing during the year:	
Interest paid during the year.....	259,000.00
Interest on car trust certificates.....	21,870.00
Balance for the year.....	\$ 147,796.80
Balance at commencement of the year.....	218,478.36
Balance at the close of the year, June 30, 1882.....	\$ 366,275.16
Income from other sources than earnings.....	\$ 1,776.70
Total income from all sources for the year	1,172,857.39

ANALYSIS OF EARNINGS.

Earnings, passenger:

From local passengers.....	\$ 185,829.59
From through passengers.....	58,474.66
From all passengers.....	\$ 244,304.25
From express and baggage.....	10,537.95
From mails.....	15,962.45
From other sources, passenger department.....	1,524.80

Total earnings, passenger department.....	\$ 272,829.45
Earnings per train mile run (216,949 miles).....	\$ 1.256.1

Earnings, freight:

From local.....	\$ 530,390.92
From through.....	319,640.13
Total earnings, freight department.....	850,031.05
Earnings per train mile run (512,240 miles).....	\$ 1.66

Total transportation earnings.....	\$ 1,122,880.50
------------------------------------	-----------------

Earnings per train mile run, from all trains earning revenue (728,989 miles).....	\$ 153.91
Earnings per mile of road operated (292,665 miles).....	3,834.97
Proportion of earnings for Iowa, all.	
Rents received for use of road.....	13,647.11
Rents received for use of stations, etc.....	5,354.57
Car mileage (credit balances).....	19,783.75
Income from all other sources.....	9,734.76

Total income from all sources.....	\$ 1,170,880.69
Proportion of income for Iowa, all.	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track.....	\$ 77,027.27
Ballast.....	18,932.58
Renewal of rails, deducting old iron sold.....	35,494.41
Renewal of frogs, splices, spikes, and bolts.....	16,529.98
No. tons laid, steel, 2,620 tons.	
Freshet and cyclone repairs.....	27,270.53
Renewal of ties.....	27,578.05
No. laid, 83,101, including repairs.	
Repairs of bridges, including culverts and cattle-guards.....	25,213.73
Renewal of bridges.....	6,092.68
Repairs of fences, road-crossings, and signs.....	4,797.02
Repairs of tools and machinery.....	17,442.13
Repairs of buildings, stations, and water-tanks.....	11,149.00

Total.....	\$ 261,927.28
------------	---------------

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives.....	\$ 40,290.71
Repairs of passenger cars.....	10,595.97
Repairs of freight cars, and renewals.....	54,573.11
Total.....	\$ 105,459.79

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives.....	\$ 65,745.91
Water supply.....	2,648.68
Oil and waste	9,824.30
Locomotive service.....	63,553.09
Passenger train service.....	11,812.82
Passenger train supplies.....	1,068.08
Mileage of passenger cars (debit balance), sleeping car.....	81.04
Freight train service.....	41,190.87
Freight train supplies.....	1,802.12
Mileage freight cars, debit balance.....	
Telegraph expenses (maintenance and operating) and rebuilding.....	12,914.96
Damage and loss of freight and baggage.....	1,997.72
Damage to property and cattle.....	2,865.57
Personal injuries.....	6,652.72
Agents and station service.....	31,593.49
Station supplies, and shop and boarding house supplies.....	8,010.50
Total	\$ 261,362.05

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks.....	\$ 27,127.39
Legal expenses.....	8,618.32
Insurance.....	2,413.16
Stationery and printing.....	8,846.29
Outside agencies and advertising.....	4,900.12
Contingencies and rental paid to Chicago, Rock Island & Pacific Railway Company \$ 6,000.....	36,127.83
Taxes in Iowa.....	\$ 21,538.46
Total taxes.....	21,538.46
Total	\$ 109,371.57

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings.....	\$ 261,927.28
Maintenance of motive power and cars.....	105,459.79
Conducting transportation.....	261,362.05
General expenses, including taxes.....	109,371.57
Total operating expenses and taxes.....	\$ 738,120.69
Operating expenses and taxes per mile of road...\$ 2,522.07	
Operating expenses and taxes per train mile run, for trains earning revenue (728,989 miles)...\$1.01.2	
Proportion of operating expenses and taxes for Iowa, all.	
Percentage of expenses to income, per cent.....63	

GENERAL RECAPITULATION.

Total income.....	\$ 1,170,880.69
Total operating expenses and taxes.....	738,120.69
Net income above operating expenses and taxes.....	\$ 432,760.00
Net income above operating expenses, taxes, interest, and rental.....	147,796.80

Gross income per train mile run (728,989 miles).....\$1,60.6
 Net income per train mile run (728,989 miles).....59.3
 Percentage of net income to stock and debts.....8.8

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No, only a small proportion being on through billing from Chicago or St. Louis.

**GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS
JUNE 30, 1882.**

DEBIT.

Cost of all construction, equipment, and franchises.....	\$ 11,349,000.00
Charges to construction and equipment.....	190,568.77
Paid on old indebtedness (old company).....	102,310.74
Leased rolling stock.....	222,491.31
Miscellaneous book accounts	\$ 57,671.70
Due from agents and railroads.....	20,421.26
Material on hand.....	89,883.88
Old iron and scraps on hand.....	22,914.57
Bills receivable.....	14,102.65
Cash.....	46,835.28
	<u>251,828.84</u>
Total.....	<u>\$ 12,116,199.66</u>

CREDIT.

Capital stock.....	5,820,000.00
Funded debt.....	5,529,000.00
Car trust certificates.....	210,000.00
Vouchers and accounts.....	190,924.50
Profit and loss, balance.....	866,275.16
Total.....	<u>\$ 12,116,199.66</u>

DESCRIPTION OF ROAD.

Length main line of road from Albia to Northwood.....	189.14
Length main line of road in Iowa, same.	
Branches owned by this company:	
Muchakinock Branch.....	1.50
Belmond Branch.....	22.203
Story City Branch .. .	34.51
State Center Branch.....	26.64
Montezuma Branch.....	13,612
Total length of branches owned by this company.....	98.465
Total length of road belonging to this company.....	287.605
Aggregate length of sidings and other trucks not above enumerated	86.082
Aggregate length of track, computed as single track, exclusive of sidings.....	287.605
Total length of steel rails in tracks in Iowa, exclusive of sidings.....	106.000
Total length of iron rails in tracks in Iowa, exclusive of sidings.....	181.605
Weights per yard, steel 52 to 56.	
Weights per yard, iron 52 to 56.	
Gauge of track 4 feet 8½ inches.	;

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:

Eddyville Transfer to Ottumwa—miles.....	16.70
Total length of all roads	304.305
Less distance, Manly Junction to Northwood, leased to B., C. R. & N. R'y Co., August 1, 1881.....	11.64
If any part of the road was first opened for operation during the past year, state the date—Story City and Belmond Branches, November and December, 1881.	
Total miles of road operated by this company	292.665
Total miles road operated by this company in Iowa—same.	

STATIONS.

Number of stations on all roads owned by this company.....	50
Number of stations on all roads operated by this company...	48
Number of telegraph offices in stations in Iowa to June 30, '82	40

EMPLOYES.

Number of persons regularly employed on all roads operated by this company—average.....	1,000
Amount paid employees, including officials, on all roads operated by this company—year.....	\$ 474,886.02

BRIDGES IN IOWA.

	AGGREGATE NO. LENGTH.
Wooden truss bridges over 100 feet in length.....	7 1,790
Combination bridges over 100 feet in length.....	3 388 $\frac{1}{2}$
Combination bridges under 100 feet in length.....	4 384 $\frac{1}{2}$
Wooden trestle and pile (excluding Manly Junction north).....	276 28,205

BOX CULVERTS IN IOWA.

Timber—being replaced with pile culverts.....	
Stone.....	2 225

CATTLE-GUARDS.

Number in Iowa.....	444
---------------------	-----

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.).....	1,447.00
---------------------------------------------------------------------------------------	----------

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

One wood truss, rebuilt at Union.

Give the average number of years the trestle and pile bridges last on your road	10
Give the average number of years that wooden truss bridges last on your road in Iowa.....	9

ROAD-BED AND TRACK.

Number of track sections in Iowa.....	42
Average length of sections—miles.....	6.6
Average number of men in each section gang.....	5
Number of new ties laid in track during the year in Iowa....	83,101
Average number of new ties per mile of road.....	435
New rails laid in track during the year in Iowa—(steel 2,620 tons).....	31.19
What is the average number of years that iron rails last in your track on main line in Iowa.....	10
What is the average number of years that steel rails last in your track on main line in Iowa.	
What is the average number of years that ties last in your track in Iowa—oak, 7 to 8 years; cedar, 6 years.	Steel, new.

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

- C., M. & St. P. R'y, Austin Branch, at Mason City.
- C., M. & St. P. R'y, Delmar Branch, at Mason City.
- Ill. Cent. R'y, at Ackley.
- B., C. R. & N. R'y, Pacific Branch, at Abbott.
- C. & N. W. R'y, T. & N. W. Branch, at Gifford.
- C. & N. W. R'y, at Marshalltown.
- C., R. I. & P. R'y, at Grinnell.
- C., R. I. & P. R'y, K. & D. M. Branch, at Givin.
- C., B. & Q. R'y, at Albia.

What railroads cross your road, either over or under, and at what locality?

- C., M. & St. P. R'y, Council Bluffs Division, at two miles south of Dillon.
- C., R. I. & P. R'y, Washington Division, at Oskaloosa.

Number of highway crossings at grade	248
Number of highway crossings at which there are flagmen.....	2
Number of highway crossings over railroad.....	1
Number of highway crossings under railroad.....	3
Number of highway bridges 18 feet above track.....	1
Number of highway bridges less than 18 feet above track.....	None

FENCING IN IOWA.

How many miles of fencing have you on your road? (300 single)	150
What is the average cost per rod.....	
What is the total cost of same.....	
How many miles of new fencing have you built during the year? Being built, not measured.	
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Worth county.....	1.8
In Cerro Gordo county.....	25
In Branches.....	90
Total miles	116.8

ROLLING STOCK.

	LEASED.	OWNED.	TOTAL.
Number of locomotives.....	12	25	
Number of passenger cars.....	4	10	14
Number of baggage, mail, and express cars.....		8	
Number of box freight cars.....	250	362	612
Number of stock cars.....		40	40
Number of platform and coal cars.....	200	286	486
Number of other cars.....		20	20
Total			1,180
Maximum weight of locomotives and tenders, tons.....		58	
Average weight of locomotives and tenders, tons		50	
Number of locomotives equipped with train brake.....			8
Kind of brake, Westinghouse.			
Maximum weight of passenger cars, tons.....		19	
Average weight of passenger cars, tons.....		18	
Number of cars equipped with train-brake.....			22
Kind of brake, Westinghouse			
Number of passenger cars equipped with Miller platform and buffer			22
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine, 50 tons; 315 tons.			

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year.....	216,749
Miles run by freight trains during the year.....	512,240
Miles run by other trains during the year, work.....	73,732
Total train mileage.....	802,721

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	8½
Average weight of passenger trains, exclusive of passengers, (cars only) tons.....	3
Average number cars in freight trains, main line and branches	17½
Average weight of freight trains, exclusive of freight, (cars only) tons.....	152

PASSENGER TRAFFIC.

Number of through passengers carried.....	21,437
Number of local passengers carried.....	250,898
Total number of passengers carried.....	272,330
Total passenger mileage, or passengers carried one mile.....	7,594,158
Average distance traveled by each passenger, miles.....	28
Average amount received from each passenger, cents.....	90
Average rate of fare per mile for all passengers, cents.....	3.21

FREIGHT TRAFFIC.

Number of tons of through freight carried.....	155,169
Number of tons of local freight carried.....	427,345
	582,514
Total tons of freight carried.....	582,514
Total mileage through freight (tons carried one mile).....	8,067,378
Total mileage of local freight (tons carried one mile).....	42,012,154
	50,079,532
Average rate per ton per mile received for through freight, cents	3.9
Average rate per ton per mile received for local freight, cents	1.26
Average rate per ton per mile received for all freight, cents	1.69
Average rate per ton per mile received from freight to and from other roads. Answered in third above.	

CAR MILEAGE.

Number of miles run by loaded freight cars east and south...	1,130,049
Number of miles run by loaded freight cars west and north..	3,738,961
Number of miles run by empty freight cars east and south...	3,091,230
Number of miles run by empty freight cars west and north ..	538,617
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south.....	65.6
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north.....	20.2

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour.....	22
Rate of speed of freight trains, including stops, miles per hour	12 to 15

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain.....	94,716	16.5
Flour.....	8,084	.5
Animals.....	20,570	3.5
Lumber and forest products.....	45,668	8.0
Coal.....	327,888	56.5
Plaster, lime, and cement.....	8,008	1.5
Salt.....	1,100	.2
Petroleum and oil.....	1,500	.3
Iron, steel, and castings.....	420	.1
Stone and brick. Included in eighth above.		
Merchandise, and other articles not enumerated above.....	79,560	13.0
Total tons carried.....	582,514	100

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such

express company? United States Express Company. For 41,600 pounds or less, \$600 per month; in excess of 41,600 pounds, one and one-half first-class freight tariff. Freight taken and delivered at depot.

TRANSPORTATION COMPANIES.

Rolling stock leased by this company secures certificates issued to the Eastern Car Trust Co., of New York; payment on certificates applies as payment on the rolling stock.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Part of year. C. M. & St. P. R'y sleepers, two cents per mile; C. M. & St. P. Co., receives the extra charge to passengers.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings? \$81.04 to C. M. & St. P. R'y Co.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service? Between Albia and Mason City, six days in week, \$14,215.84 per annum; Montezuma and State Centre Branches, \$452.08 per quarter.

What amount have you paid for receiving and delivering mail to and from stations on your road? \$600.00.

TELEGRAPH.

How many miles of telegraph are owned by your company? None.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union Telegraph Co.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881. August November October	6 Pearl Arnold; child; 2 years old 28 Unknown man..... 26 Geo. Hamilton, not an employee.....	Liscomb Seabrook..... Grinnell	Playing on track; not seen by engineer; right arm broken and hand cut off; died from wounds. Accidentally falling under cars; inquest, and verdict exonerating company. Trying to board a train in motion; inquest, and verdict exonerating company.
1882. January	7 Daniel Keefe, brakeman	Sherfield	Fall from car while switching; inquest, and verdict exonerating company.
January June November	19 Benj. Gross, not an employee	Belmond	Foot caught on frog; inquest, and verdict exonerating company.
	29 Philip Lausoh, tramp	Seabrook	Lying on track; inquest, and verdict exonerating company.
	8 D. Holme, passenger	Marshalltown	Jumped from train while in motion.

INJURED.			
1881. July October December December 1882. January May	27 J. F. Williams, not an employee..... 2 Wm. Boyce, engineer..... 16 Walter Buckley..... 28 Mrs. A. McCracken, J. and Mrs. Fraser..... 2 Robert Cadden, section man..... 13 Robert Holt, engineer	Gilman, Eddyville, Grinnell, Seabrook, Marshalltown, Givin	Finger taken off; two fingers broken; carelessness; volunteered to make coupling. Head cut; left arm broken and amputated; train ditched by striking horses on track. Carelessness in coupling; leg crushed. Slight scalp wound and bruises; slight collision of trains. Leg crushed; carelessness in crossing track ahead of moving train. Track spread; engineer jumped from engine, and was caught by a car that ran off the track; both legs broken.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passenger.	Employee.	Others.	Passenger.	Employee.	Others.
Derailments						2
Collisions					3	..
Caught in frogs.....			1			
Coupling cars.....					1	1
Getting on and off trains.....	1	1	..			
Highway crossings.....	1					
Miscellaneous						1
Stealing rides.....			1			
Trespassers on track.....		2				
Total....	2	1	4	3	4	1

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year.....	7
Number of persons injured during the year.....	8
Number of casualties purely accidental during the entire year.....	4
Number resulting from lack of caution, carelessness, or misconduct.....	6
Number of persons killed or injured while intoxicated.....	2
Number of trespassers on track killed or injured.....	2
Number of tramps or others stealing rides killed or injured.....	1
Suicides in Iowa.....	0

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Isaac M. Cate, Baltimore, Maryland.

Vice-President—Russell Sage, New York.

Secretary—Charles Alexander, Marshalltown, Iowa.

Treasurer—D. N. Pickering, Marshalltown, Iowa.

Superintendent—D. N. Pickering, Marshalltown, Iowa.

Assistant Superintendent—J. G. Johnston, Marshalltown, Iowa.

Auditor—M. C. Healion, Marshalltown, Iowa.

General Passenger and Freight Agent—Charles A. Jewett, Marshalltown, Iowa.

Attorney—H. E. J. Boardman, Marshalltown, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Isaac M. Cate, Baltimore, Maryland.

Russell Sage, New York.

Thomas T. Eckert, New York.

George T. M. Davis, New York.

Edwin Parsons, New York.

G. E. Taintor, New York.

Jno. H. B. Latrobe, Baltimore, Maryland.

H. J. Boardman, Boston.

P. V. Rogers, Utica, New York.

R. L. Ashurst, Philadelphia.

Charles Alexander, Marshalltown, Iowa.

Date of annual meeting of stockholders, Wednesday next preceding first Wednesday in June.

Fiscal year of company ends, December 31.

General offices of the company are located at Marshalltown, Iowa.

STATE OF IOWA, } ss.
COUNTY OF MARSHALL. }

I, D. N. Pickering, Superintendent and Treasurer of the Central Iowa Railway Company, being duly sworn, depose and say that I have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of my knowledge and belief.

(Signed)

D. N. PICKERING,
Superintendent and Treasurer.

Subscribed and sworn to before me, this 11th day of September, A. D. 1882.

[L. s.]

M. C. HEALION.
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this
13th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

R E P O R T
OF THE
CHICAGO, BURLINGTON & QUINCY RAILROAD CO.,
FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association—amount found necessary for purposes of the road.

Amount authorized by vote of the company.....	\$ 63,256,096.51
Amount issued, number of shares, 632,560; amount paid in....	63,256,096.51
Amount of common stock issued.....	63,256,096.51
Total amount paid in as per books of the company.....	63,256,096.51

Amount of stock per mile of road..... \$ 17,956.00

Amount of stock representing the road in Iowa.

No division yet made.

Amount of stock held in Iowa. No record.

Total number of stockholders, about..... 5,500

Number of stockholders in Iowa. No record.

NOTE.—By sale and consolidation, the Burlington & Missouri River Railroad Company's road, property, and franchises have been merged with that of the Chicago, Burlington & Quincy, the managers of which have not the information necessary for answering many of the questions asked in this book. Most of the accounts of the B. & M. R. R. Co. were destroyed by fire in 1872.

FUNDED DEBT.

FUNDED DEBT IN DETAIL.

NAME OF BONDS.	When issued.	When due.	INTEREST.		Amount of bonds.
			Rate per cent.	When payable.	
C. B. & Q., first mortgage, inconvertible.	Jan. 1, 1858	Jan. 1, 1868	8	Jan. and July 1	\$ 2,264,000.00
C. B. & Q., first mortgage, convertible..	Jan. 1, 1858	Jan. 1, 1868	8	Jan. and July 1	150,000.00
C. B. & Q., second mortgage, inconvertible ..	July 1, 1860	July 1, 1890	4	Jan. and July 1	616,000.00
C. B. & Q., trust, 7s ..	Oct. 1, 1864	Oct. 1, 1890	7	April and Oct. 1	653,000.00
C. B. & Q., plain, 7s ..	Jan. 1, 1872	Jan. 1, 1896	7	Jan. and July 1	547,500.00
C. B. & Q., consolidated mortgage ..	July 1, 1873	July 1, 1903	7	Jan. and July 1	18,964,000.00
C. B. & Q., of 1901 ..	Oct. 1, 1876	Oct. 1, 1901	5	April and Oct. 1	2,325,000.00
C. B. & Q., of 1886 ..	June 1, 1876	June 1, 1896	5	June and Dec. 1	790,000.00
C. B. & Q., Iowa mortgage, 5s ..	Oct. 1, 1879	Oct. 1, 1919	5	April and Oct. 1	2,972,000.00
C. B. & Q., Iowa mortgage, 4s ..	Oct. 1, 1879	Oct. 1, 1919	4	April and Oct. 1	8,785,000.00
C. B. & Q., Denver extension, 4s ..	Feb. 1, 1882	Feb. 1, 1922	4	Feb. and Aug. 1	7,963,000.00
B. & M. (Iowa) land grants ..	Oct. 1, 1869	Oct. 1, 1893	7	April and Oct. 1	4,182,000.00
B. & M. (Iowa) convertible, of 1889 ..	July 1, 1870	July 1, 1890	8	Jan. and July 1	189,000.00
B. & M. (Iowa) convertible, of 1894 ..	July 1, 1885	July 1, 1904	8	Jan. and July 1	76,000.00
B. & M. (Neb.) land grants ..	July 1, 1873	July 1, 1918	6	Jan. and July 1	11,370,000.00
B. & M. (Neb.) of 1910 ..	Jan. 1, 1890	Jan. 1, 1910	4	Jan. and July 1	3,341,000.00
B. & M. (Neb.) convertible, of 1883 ..	Jan. 1, 1873	Jan. 1, 1893	8	Jan. and July 1	29,500.00
Total					\$ 59,060,750.00

Total amount of funded debt.....	\$ 59,860,750.00
Total amount of debt liabilities.....	<u>59,860,750.00</u>

Amount of debt per mile of road.....	\$ 16,990.00
Total amount of stock and debt	123,116,486.51
Amount of stock and debt per mile of road.....	34,946.00

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY).

No separate details.	
Total expended for construction.....	<u>\$ 71,464,631.10</u>

Average cost of construction per mile of road (3522.7 miles)	\$ 20,289.00
Proportion of cost of construction for Iowa (es- timated)	16,284,101.33
Purchase of other roads (specifying same) and all particulars.....	None.

COST OF EQUIPMENT.

Total for equipment	\$ 15,844,480.64
Average cost of equipment per mile of road operated by com- pany	4,496.00
Total cost of road and equipment	<u>\$ 87,309,091.74</u>

Average cost of road and equipment per mile (3522.7 miles)	\$ 24,785.00
Proportion of cost of road and equipment for Iowa (estimated).....	19,831,544.25
Average cost of road and equipment per mile in Iowa.....	No record.

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN IN- CREASED DURING THE YEAR IN IOWA.

Grading and superstructure.....	\$ 637,711.93
Bridging and masonry	24,103.21
Land, land damages, and fences.....	181,931.98
Passenger and freight stations, coal sheds, and water stations,	78,969.84
Engine houses, car sheds, and turntables.....	394,581.80
Machine shops, including machinery and tools	28,457.81
Engineering, agencies, salaries, and other expenses during con- struction.....	4,301.45
Telegraph lines	12,032.39
New elevator	22,676.21
Double track extension	141,321.38
Total for construction	<u>\$ 1,526,088.00</u>

EQUIPMENT.

Locomotives (the equipment charge is for all States, and includes rolling stock partly finished at end of year), 34.....\$	253,714.83
Passenger, mail, baggage, and express cars, 31.....	87,574.65
Freight and other cars	938,354.84
 Total for equipment	\$ 1,279,644.32
Any other expenditures charged to property account.....	
Total expenditures charged to property account.....	\$ 2,805,732.32

CREDITS IN IOWA.

Sale of lot in Frederic.....	\$ 65.00
Sale of houses in Burlington	150.00
Sale of land at Lefflers	550.00
Miscellaneous (Iowa).....	4,736.32
 Total credits.....	\$ 5,501.32
Amount the capital has been increased by stock or other dividends that is not represented by actual increase of property—dividing surplus or any other interest.....	
Net addition to property account for the year.....	\$ 2,800,231.00

GENERAL EXHIBIT.

ALL STATES.

Total earnings	\$ 21,384,938.25
Total expenses, including taxes	11,508,034.44
Net earnings	9,881,903.81
Rentals, specifying amount paid to each company.....	335,670.49
Interest accruing during the year.....	3,641,676.79
Interest paid during the year	3,641,676.79
Interest on funded debt.....	3,641,676.79
Interest paid on funded debt.....	3,641,676.79
Dividends declared (2 per cent) quarterly.....	4,556,854.74
Balance for the year	1,347,701.79
Balance at commencement of the year—debit	173,932.38
Balance at the close of the year, June 30, 1882	1,173,769.41
Income from other sources than earnings	
 Total income from all sources for the year	\$ 21,384,938.25

ANALYSIS OF EARNINGS.

FOR IOWA ONLY.

Earnings, passenger:	
From all passengers.....	\$ 1,340,992.98
From express.....	67,250.45
From mails.....	106,911.69
Total earnings, passenger department.....	\$ 1,515,085.07
Earnings per train mile run (1,017,994 miles).....	
Earnings, freight:	
Total earnings, freight department.....	4,653,471.45
Earnings per train mile run (3,171,512 miles).....	
Total transportation earnings.....	\$ 6,168,566.52
Earnings per train mile run, from all trains earning revenue (4,189,506 miles).....	\$ 1.48
Earnings per mile of road operated (800,148 miles).....	7,721.82
Proportion of earnings for Iowa.....	All in Iowa.
Rents received for use of road, and miscellaneous.....	57,905.66
Car mileage (credit balances).....	
Income from all other sources.....	
Total income from all sources.....	\$ 6,226,562.18
Proportion of income for Iowa. All in Iowa.	

OPERATING EXPENSES FOR THE YEAR ENDING JUNE 30, 1882.

	Whole line	Iowa.
Train service	\$ 910,343.68	\$ 346,035.09
Engine service.....	1,535,574.59	618,025.02
Station service.....	1,097,886.67	279,476.60
Water service	105,975.17	46,086.97
Repairs—Track	1,864,735.77	823,862.17
Bridges	282,433.01	115,026.04
Fences	90,258.54	34,333.06
Buildings	182,179.23	73,668.48
Docks and levees.....	6,470.28	
Engines.....	877,545.17	346,100.15
Cars	1,254,822.60	464,180.72
Lost and damaged freight	43,544.25	15,294.88
Miscellaneous loss and damage	140,808.95	85,511.67
Telegraphing	208,029.38	100,256.39
Printing, advertising, and subscriptions	75,326.04	31,357.58
General expenses	607,877.97	219,682.06
Legal expenses	67,061.74	24,405.15
Miscellaneous expenses	6,996.63	2,562.25
Foreign agencies	144,265.08	60,202.08
Insurance	8,102.05	3,309.99
Rent of cars (credit)	34,264.69	13,259.91
Taxes	402,518.00	120,878.50
Interest	3,641,676.79	\$ 20,377.67
Rental	163,670.49	24,343.28
Total	\$ 13,688,834.84	\$ 4,162,255.84

RECAPITULATION OF EXPENSES—IOWA LINES ONLY.

Maintenance of way and buildings.....	\$ 1,046,889.75
Maintenance of motive power and cars.....	810,280.87
Conducting transportation.....	1,523,784.24
General expenses, including taxes.....	781,300.98
 Total operating expenses and taxes	 \$ 4,162,255.84
Operating expenses and taxes per mile of road	\$ 5,201.89
Operating expenses and taxes per train mile run, for trains earning revenue (4,189,506 miles) .....	.99
Proportion of operating expenses and taxes for Iowa. All in Iowa.	
Expenses of running and management of passenger trains.....	
Expenses of running and management of passenger trains per train mile.....	
Expenses of running and management of freight trains	
Expenses of running and management of freight trains per train mile.....	
Expenses of running and management of all trains earning revenue .....	.99
Percentage of expenses to income	66.84

GENERAL RECAPITULATION—IOWA.

Total income.....	\$ 6,226,562.18
Total operating expenses and taxes.....	4,162,255.84
 Net income above operating expenses and taxes.....	 \$ 2,064,306.34
Net income above operating expenses, taxes, interest, and rental	

Gross income per train mile run (4,189,506 miles), \$	1.49
Net income per train mile run (4,189,506 miles)..	.50
Percentage of net income to stock and debt.....	No record.
Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No charge for transportation of company's material.	

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS
JUNE 30, 1882.

DEBIT.

Construction account	\$ 71,464,681.10
Equipment account	15,844,460.64
Branch roads	25,528,095.88
Stocks and bonds of connecting and leased lines.....	15,019,229.00
Material and supplies.....	2,695,728.12
Sinking funds.....	5,737,209.18
 Total assets.....	 \$ 136,889,443.82

CREDIT.

Capital stock.....	\$ 63,256,096.51
Funded debt.....	59,860,750.00
Profit and loss, and surplus	6,030,823.15
Accounts, bills payable and receivable—balance	6,930,823.15

\$ 136,889,443.82

DESCRIPTION OF ROAD.

Length of main line of road from center of Mississippi River at Burlington to Union Pacific Transfer, miles	295.255
Length of main line of road in Iowa	295.255
Length of double track on main line	43.062
Same in Iowa	43.062

BRANCHES OWNED IN IOWA, GIVING DISTANCE FROM JUNCTION WITH MAIN LINE.

Burlington to Keokuk, miles.....	42.012
Albia to Des Moines	67.807
Albia to Moravia	11.477
Chariton to Grant City.....	95.450
Bethany Junction to Albany.....	46.143
Chariton Junction to Indianola.....	30.176
Creston to Hopkins	44.535
Creston to Fontanelle.....	27.800
Villisca Junction to Burlington Junction	35.000
Red Oak to East Nebraska City.....	49.860
Red Oak to Griswold.....	18.100
Hastings to Sidney.....	20.500
Hastings to Carson City	15.728

Total length of branches..... 504.888

In Iowa.....	443.963
In Missouri	60.925

The line from Chariton to Indianola Junction (8,024) last year was reported as part of branch Chariton to Indianola. This year it is reported as double track, main line.

Total length of branches owned by this company, Iowa lines.	504.888
Total length of branches owned by this company in Iowa	443.963
Total length of branches owned by this company in Missouri.....	60.925
Length of double track on branches in Iowa.....	None.
Total length of road belonging to this company, Iowa lines...	800.143
Aggregate length of sidings and other tracks not above enumerated	166.140
Same in Iowa.....	160.880
Aggregate length of track, computed as single track, exclu- sive of sidings	843.205
Same in Iowa.....	782.280
Total length of steel rails in tracks in Iowa, exclusive of sid- ings.....	370.636
Total length of iron rails in tracks in Iowa, exclusive of sid- ings.....	472.569
Weights per yard, steel, 60 and 66 pounds.	
Weights, per yard, iron, 56 and 60 pounds.	
Gauge of track	4 feet 8½ in.

If any part of the road was first opened for operation during
the past year, state the date? Bethany to Albany, October 1, 1881.

LENGTH OF CHICAGO, BURLINGTON & QUINCY LINES OPERATED IN ALL STATES, 1882.

Illinois.....	1,138,399
Iowa.....	801,436
Missouri.....	366,322
Nebraska.....	992,840
Kansas.....	49,450
Colorado.....	174,300
Total.....	3,522,747
Total miles of road operated by this company, in all States..	3,522,747
Total miles road operated by this company in Iowa.....	789,218

STATIONS.

Number of stations on all roads owned by this company, Illinois and Iowa lines.....	337
Same in Iowa.....	145
Number of stations on all roads operated by this company...	
Same in Iowa.....	145
Number of telegraph offices in stations in Iowa.....	118

EMPLOYES.

Number of persons regularly employed on all roads operated by this company, Illinois and Iowa lines.....	12,893
Same in Iowa.....	5,207
Amount paid employes, including officials, on all roads operated by this company, Illinois and Iowa lines.....	\$ 5,967,626.04
Same in Iowa.....	2,200,882.56

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length.....	51	
Combination bridges over 100 feet in length.....	1	
Iron bridges over 100 feet in length.....	27	
Wooden truss bridges under 100 feet in length.....	4	6,880
Combination bridges under 100 feet in length.....		100
Iron bridges under 100 feet in length.....	12	4,962
Wooden trestle and pile.....	1,015	117,584
Iron trestle.....	65	2,301

ARCH CULVERTS AND VIADUCTS IN IOWA.

With 20 feet opening or more.....	2
Less than 20 feet opening.....	26

BOX CULVERTS IN IOWA.

Timber	856
Stone.....	879

CATTLE-GUARDS.

Number of in Iowa.....	1,171
------------------------	-------

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet, B. M.)	2,890,114
Amount of trestle work replaced with earth during the year (lineal feet).....	950
Timber culverts replaced with timber.....	188

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

West Nishnabotna River, Howe Truss, wood, May, 1882, feet.	186
Give the average number of years the trestle and pile bridges last on your road in Iowa.....	10
Give the average number of years that wooden truss bridges last on your road in Iowa.....	16

ROAD-BED AND TRACK.

Number of track sections in Iowa.....	
Average length of sections.....	5
Average number of men in each section gang	4
Number of new ties laid in track during the year in Iowa....	214,107
Average number of new ties per mile of road.....	254
New rails laid in track during the year in Iowa, steel, miles..	88,560
Total track laid with new rails during the year in Iowa, miles	88,560
What is the average number of years that iron rails last in your track on branches in Iowa.....	11
What is the average number of years that steel rails last in your track on main line in Iowa, on curves.....	8
What is the average number of years that steel rails last in your track on main line in Iowa, straight line.....	10
What is the average number of years that steel rails last in your track on branches in Iowa.....	15
What is the average number of years that ties last in your track in Iowa, oak.....	8½
What is the average number of years that ties last in your track in Iowa, cedar.....	6

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

- Wabash, St. Louis & Pacific R. R., at Ottumwa.
- Wabash, St. Louis & Pacific R. R., at $\frac{1}{2}$ mile east of Albia.
- Wabash, St. Louis & Pacific R. R., at Malvern.
- Wabash, St. Louis & Pacific R. R., at Clark's.
- Wabash, St. Louis & Pacific R. R., at $\frac{3}{4}$ miles north of Shenandoah.
- Wabash, St. Louis & Pacific R. R., south of Albia.
- Humeston & Shenandoah R. R., at Humeston.
- Humeston & Shenandoah R. R., at Clarinda,
- Kansas City, St. Jo. & Council Bluffs R. R., at Pacific Junction.
- Osceola, Des Moines & Southern R. R. at Osceola.
- Central Railroad of Iowa, east of Albia.
- Chicago, Rock Island & Pacific R. R., east of Ottumwa.
- Chicago, Rock Island & Pacific R. R., at Fairfield.
- Chicago, Rock Island & Pacific R. R., at Indianola.
- Chicago, Rock Island & Pacific R. R., at Des Moines, two crossings.

What railroads cross your road, either over or under, and at what locality? Humeston & Shenandoah R. R., at 2½ miles north of Conway over Chicago, Burlington & Quincy Railroad.

Number of highway crossings at grade, in Iowa.....	775
Number of highway crossings at which there are flagmen.....	9
Number of highway crossings over railroad.....	22
Number of highway crossings under railroad.....	22
Number of highway bridges 18 feet above track.....	22
Number of highway bridges less than 18 feet above track.....	0

FENCING IN IOWA.

How many miles of fencing have you on your road	956.770
What is the average cost per rod	1.00
What is the total cost of same (new).....	306,166.40
How many miles of new fencing have you built during the year.....	70.855

Give the number of miles needed on both sides of your track in each county in Iowa, miles single fencing:

In Monroe county.....	15,500
In Marion county.....	6,814
In Polk county.....	4,180
In Pottawattamie county.....	6,977
In Lucas county.....	21,340
In Cass county.....	5,750
In Warren county.....	30,897
In Wayne county.....	6,511
In Decatur county.....	22,079
In Ringgold county.....	30,542
In Montgomery county.....	28,888
In Page county.....	50,165
In Union county.....	16,000
In Adair county.....	42,000
In Fremont county.....	26,430
In Mills county.....	19,957
Total miles.....	334,010

ROLLING STOCK.

	IOWA.	WHOLE LINE.
Number of locomotives.....	161	418
Number of passenger cars.....	60	180
Number of baggage, mail, and express cars	29	76
Number of parlor and sleeping cars (14 assigned sleepers)....	5	15
Number of dining cars.....	1	5
Number of box freight cars.....	8,484	9,084
Number of stock cars.....	998	2,248
Number of platform and coal cars.....	918	3,002
Number of other cars, including hand and rubble cars.....	474	1,235
Total.....	5,964	16,223
Maximum weight of locomotives and tenders, tons.....		51
Average weight of locomotives and tenders, tons.....		38
Number of locomotives equipped with train brake, in Iowa..		25
Kind of brake, Westinghouse.		
Maximum weight of passenger cars, tons.....		29
Average weight of passenger cars, tons.....		23

Number of cars equipped with train brake, in Iowa.....	80
Kind of brake, Westinghouse.	
Number of passenger cars equipped with Miller platform and buffer.....	80
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight:	
Weight of engine, 51 tons; 380 tons of freight, east Iowa.	
Weight of engine, 51 tons; 270 tons freight, middle Iowa.	
Weight of engine, 51 tons; 260 tons freight, west Iowa.	

MILEAGE, TRAFFIC, ETC.**TRAIN MILEAGE.**

Miles run by passenger trains during the year.....	1,017,994
Miles run by freight trains during the year.....	3,023,444
Miles run by mixed trains during the year.....	148,068
Miles run by other trains during the year	
Total train mileage.....	4,189,506

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains.....	5.5
Average weight of passenger trains, exclusive of passengers, tons.....	175
Average number of cars in freight trains.....	18
Average weight of freight trains, exclusive of freight, tons..	230

PASSENGER TRAFFIC.

Number of through passengers carried, estimated	98,864
Number of local passengers carried, estimated.....	889,784½
Number of special ticket passengers carried.....	
Total number of passengers carried.....	988,648½
Total passenger mileage, or passengers carried one mile.....	
Average distance traveled by each passenger.....	
Average amount received from each passenger, all roads.....	
Highest rate of fare per mile for any distance, cents.....	3
Lowest rate of fare per mile for any distance	
Average rate of fare per mile for all passengers, Iowa.....	

FREIGHT TRAFFIC.

Number of tons of through freight carried.....	826,102
Number of tons of local freight carried.....	1,847,076
Total tons of local freight carried.....	2,173,178
Total mileage of through freight (tons carried one mile).....	
Total mileage of local freight (tons carried one mile).....	
Total freight mileage, or tons carried one mile	
Average rate per ton per mile received for through freight...	
Average rate per ton per mile received for local freight.....	
Average rate per ton per mile received for all freight.....	
Average rate per ton per mile received from freight to and from other roads.....	
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa. (This should not include fuel or any material for the use of the road)..	19.4

CAR MILEAGE.

Number of miles run by loaded freight cars east and south..	21,432,785
Number of miles run by loaded freight cars west and north..	25,716,887
Number of miles run by empty freight cars east and south..	7,860,084
Number of miles run by empty freight cars west and north..	8,828,883
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south.....	38.67
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	14.05

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles.....	25
Rate of speed of freight trains, including stops, miles.....	12

TONNAGE OF ARTICLES TRANSPORTED—WHOLE LINE.

	TONS.	PER CENT.
Grain.....	1,435,681	27.2
Flour.....	88,129	1.7
Provisions (beef, pork, lard, etc.).....	73,894	1.4
Animals.....	551,260	10.4
Other agricultural products.....	54,988	1.0
Lumber and forest products.....	848,387	16.1
Coal.....	1,011,934	19.2
Plaster, lime, and cement	49,117	1.0
Salt.....	68,866	1.3
Iron, steel, and castings.....	138,370	2.6
Stone and brick.....	87,434	1.7
Manufactures—articles shipped from point of production..	57,754	1.1
Merchandise, and other articles not enumerated above.....	815,874	15.4
Total tons carried.....	<hr/> 5,281,183	<hr/> 100

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain.....	622,097	28.6
Flour.....	20,107	.9
Provisions (beef, pork, lard, etc.).....	27,992	1.3
Animals.....	267,165	12.3
Other agricultural products.....	20,722	1.0
Lumber and forest products.....	460,490	21.2
Coal.....	229,117	10.5
Plaster, lime, and cement	19,296	.9
Salt.....	37,354	1.7
Iron, steel, and castings.....	51,660	2.4
Stone and brick.....	29,793	1.4
Manufactures—articles shipped from point of production..	29,146	1.3
Merchandise, and other articles not enumerated above.....	858,239	1.65
Total tons carried.....	<hr/> 2,173,178	<hr/> 100

**TONNAGE CROSSING THE MISSISSIPPI RIVER AT BURLINGTON, IOWA, FOR
THE YEAR ENDING JUNE 30, 1882.**

West bound, number of tons.....	906,369
East bound, number of tons.....	1,143,470
Total tons.....	2,049,839

**TONNAGE CROSSING THE MISSOURI RIVER BRIDGE AT EAST PLATTSMOUTH,
IOWA, FOR THE YEAR ENDING JUNE 30, 1882.**

East bound, number of tons	269,583.53
West bound, number of tons.....	432,180.22
Total tons.....	701,763.74

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express Company. Railroad company furnishes cars, and express company furnishes all carriers and agents. Earnings in Iowa for year, \$67,250.45.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? No transportation companies have special arrangements with the railroad company, or run their cars over its lines except on same basis as any foreign cars.

What amount have you paid other corporations, car loaning companies (stock companies), or individuals, not operating railroads, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each? No account except regular mileage accounts for foreign cars running over Chicago, Burlington & Quincy Railroad.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Run Pullman sleeping-cars; sleeping-car charges, \$2 per double berth per night. The railroad company runs its own dining cars.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. The railroad company maintains and repairs the cars, and the Pullman Palace Car Company maintains everything relating to the sleeping apparatus. The Pullman Palace Car Company receives the entire earnings.

U. S. MAIL IN IOWA.

What is the compensation paid you by the U. S. Government for the transportation of its mails, and on what terms of service? Main line two times each way, daily (except Sunday), for large stations on main line. On branches and at small stations, one time each way, daily. Receipts for the year ending June 30, 1882, \$106,911.69.
 What amount have you paid for receiving and delivering mail to and from stations on your road? In Iowa, \$1,480.20.

TELEGRAPH.

How many miles of telegraph are owned by your company? In Iowa, 728 miles.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? No other company owns telegraph lines on our road.

LANDS—CONGRESSIONAL GRANT.

State the number of acres of land your company has already received from the congressional grants.....	358,442.09
State the number of acres yet to inure to your company from congressional grants.....	None.
State the average price at which these lands have been sold or contracted by the company.....	12.22
State the number of acres sold.....	329,987.03
State the amount received from sales, cash sales.....	137,917.47
State the amount unpaid on outstanding contracts.....	2,867,241.62
State the gross amount received from sales, contracts, forfeited contracts, etc., up to June 30, 1882.....	3,976,559.42
State the amount expended in sale and management of lands.....	570,298.79
State the amount of taxes paid on lands.....	242,011.97
State the amount realized from the sale of lands above the expenses incurred in the management and taxes.....	8,184,248.68

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.
KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
July	24 W. Johnson, brakeman.	Dudley	Fell from train; accidental.
August	9 John King, fireman.	Mt. Pleasant	Jumped from train; carelessness.
August	11 J. W. Smith, switchman.	Burlington	Walking on train; carelessness.
August	12 J. Heinrich, traveling man.	Burton	Jumped from train; carelessness.
August	26 J. G. Bossue, car repairer.	Oreon	Passing between car; carelessness.
September	18 Grant Walker, boy.	Villica	Jumping on train; carelessness.
October	29 S. F. Bradlock, switchman.	Oreon	Fell from train; carelessness.
December	6 W. W. Wright, laborer.	Burlington	Run over; carelessness.
December	11 C. Nelson, laborer.	Mcrose	Jumped from train; carelessness.
December	20 C. Peterson, laborer.	Oconel Birth	Run over; carelessness.
December	23 John Lynch, citizen.	West of Stanton	Run over; carelessness.
December	24 Jas. Mackey, citizen.	South of Clarinda	Run over; carelessness.
1882.	24 Unknown.	Between Agency and Ottis	Found dead; verdict, "struck by train."
January	24 E. Morrison, switchman.	Burlington	Run over; carelessness.
February	2 Unknown	West of Ottowa	Verdict, "tiled by blunt instrument."
March	26 J. Reynolds, citizen.	West of Melrose	Run over; carelessness.
April	18 J. H. Phillips, switchman.	Pacific Junction	Run over; carelessness.
April	20 Geo. Cannon, boy.	Charlton	Polling pin; carelessness.
April	22 Mrs. Maryland, citizen.	Melrose	Getting on train; carelessness.
April	22 Louis McGuire, citizen.	Des Moines	Run over; carelessness.
April	29 R. Graham, citizen.	Des Moines	Run over; carelessness.
May	26 Unknown; tramp.	Ottawwa	Run over; carelessness.
May	31 Unknown; citizen.	Cent. Crossing	Run over; carelessness.
June	8 Lee Party, brakeman.	Ottawwa	Run over; carelessness.
INJURED—EMPLOYEES.			
1881.	1 Wm. Dial, switchman.	Ottawwa	Coupling; carelessness.
July	4 W. A. Moore, brakeman.	Burlington	Coupling; carelessness.
July	5 J. M. Meeker, brakeman.	Emerson	Fell from engine.
July	5 M. M. Thornton, helper.	Afton	Fell from train.
July	7 Wm. Ralph, brakeman.	Busey	Fell from train; carelessness.
July	9 Ed. Woodward, watchman.	Albia	Asleep on track.

14	July	H. B. Albert, section hand.....	Lewis.....
	July	John Gibbons, brakeman.....	Afton.....
	July	Pat. Malone, section hand.....	Koink.....
	July	Wm. Young, switchman.....	Burlington.....
	July	Jerry McCarty, brakeman.....	Avery.....
	August	H. Aspinwall, laborer.....	Cretton.....
	August	J. H. Avery, brakeman.....	Otumwa.....
	August	C. P. McFarland, switchman.....	Pacific Junction.....
	August	L. O. McLaughlin, brakeman.....	Agency.....
	August	J. E. Donahue, laborer.....	Burlington Junction.....
	August	Jas. Cowan, hostler.....	Chariton.....
	August	John Sheahan, section foreman.....	Coburg.....
	August	Jas. Brown, brakeman.....	Albia.....
	August	H. Hinshaw, switchman.....	Burlington.....
	August	J. J. H. Thompson, foreman.....	Otumwa.....
	August	E. T. Allen, switchman.....	Des Moines.....
	August	R. P. Berry, switchman.....	Otumwa.....
	August	R. C. Stone, brakeman.....	Des Moines.....
	August	B. C. Hutchfield, laborer.....	Otumwa.....
	August	John Howe, brakeman.....	Letters.....
	August	W. Ellis, brakeman.....	Mc Pleasant.....
	August	Ed. Harris, brakeman.....	Davis City.....
	August	A. G. Hotchkiss, switchman.....	Emerson.....
	August	Ed. Young, brakeman.....	Otumwa.....
	August	C. Norman, brakeman.....	Brooks.....
	August	J. C. Hanson, switchman.....	Tyrone.....
	August	Goo. D. Denley, brakeman.....	Burlington.....
	September	J. Tim. Tierney, laborer.....	Grand River.....
	September	J. P. Bourke, brakeman.....	Chariton.....
	September	C. L. Benzke, lumber yard.....	Otumwa.....
	September	Dick Murray, bridgeman.....	Bridge IIA.....
	September	C. W. F. Nor, conductor.....	Mt. Pleasant.....
	September	J. Quinlan, engineer.....	Grand River.....
	September	S. E. Hayden, telegraph.....	Hilldale.....
	September	S. M. T. Wolf, brakeman.....	Rome.....
	September	Wm. Wallace, car-checker.....	Otumwa.....
	September	E. B. Gerlach, brakeman.....	Burlington.....
	September	Hugh Fraizer, engine cleaner.....	Burlington.....
	September	Pat. Malone, laborer.....	Otumwa.....
	September	Cal. Wimberly, switchman.....	Rome.....
	September	I. E. W. Cunningham, brakeman.....	Ezoe.....
	September	J. M. Strong, brakeman.....	Macedonia.....
	September	Wm. Barber, fenceman.....	New London.....
	September	C. L. Andrews, brakeman.....	Murray.....
	October	J. Furnekee, car reporter.....	Otumwa.....
	October	J. J. Henberry, brakeman.....	Otumwa.....
	October	S. E. W. Evans, switchman.....	Tinney.....
	October	A. Barber, foreman.....	Taylor.....
	October	C. Waddell, foreman.....	Waddell.....
	October	J. B. Ripley, brakeman.....	Buseel.....

TABLE OF ACCIDENTS—CONTINUED.
INJURED—EMPLOYEES.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.			
October	20 F. Walker, freight laborer	Red Oak	Walked off platform; carelessness.
October	21 Albert Alberston, freight laborer	Letters	Unloading cars; carelessness.
October	23 James Clever, switchman	Burlington Yard	Fell from train; carelessness.
October	26 J. T. Brown, brakeman	Pearlfield	Coupling; carelessness.
October	28 John Reed	Marietta	Fell from train; carelessness.
October	28 George Scott	Milo	Coupling; carelessness.
October	29 T. D. Ferguson, brakeman	Mt. Pleasant	Coupling; carelessness.
November	1 George Norman, brakeman	Creation	Coupling; carelessness.
November	1 Miles Ray, engineer	Knoxville	Coupling; carelessness.
November	3 G. A. Bryan, conductor	Rast of Duty	Fell from train.
November	4 A. J. Hume, brakeman	Thayer	Knocked off train by bridge.
November	6 Wm. Smith, brakeman	Albia	Coupling; carelessness.
November	6 L. M. Price, brakeman	Daville	Coupling; carelessness.
November	7 L. McCoy, brakeman	Ft. Madison	Knocked off train.
November	8 J. F. Coleman, brakeman	Chillicothe	Coupling; carelessness.
November	10 C. Pellethead, brakeman	Ottumwa	Coupling; carelessness.
November	17 W. H. Shude, brakeman	Chariton	Fell off engine; carelessness.
November	17 Charles Dunn, engineer	Burlington	Coupling; carelessness.
November	18 W. J. Carson, switchman	Mt. Pleasant	Fell on top of car; carelessness.
November	18 W. H. Horne, brakeman	Big Creek Hill	Struck by lump of coal.
November	18 C. H. Waller, brakeman	Ottumwa	Foot caught in track.
November	19 Ed. Cavanaugh, switchman	Burlington	Struck by hammer.
November	21 Gnas. Johnson, blacksmith	Ft. Madison	Boarding train; carelessness.
November	23 Thomas Dunn, section foreman	Villisca	Coupling; carelessness.
November	23 A. J. McArthur, brakeman	East of Creston	Fell from engine; carelessness.
November	23 Charles Allen, fireman	Des Moines	Coupling; carelessness.
November	25 E. H. Smith, yard-master	Union	Struck by bridge; carelessness.
December	1 J. K. Work, brakeman	Villisca	Boarding engine; carelessness.
December	2 John Thompson, brakeman	Afton	Crushed between cars; carelessness.
December	3 A. Frazer, brakeman	Villisca	Coupling; carelessness.
December	4 L. W. Cunningham, brakeman	Burlington	Caught between draw-bars; carelessness.
December	4 E. E. Wilder, fireman	Charlton	Coupling; carelessness.
December	4 Wm. Coffin, brakeman	Burlington	Jumping on car; carelessness.
December	4 Whitman Dill, brakeman	Burlington	Coupling between draw-bars; carelessness.
December	4 Fred. Bell, switchman	Anderson	Ladder broke; accident.

December	7 D. K. Gunman, foreman.....	Dudley.....	Jumping from train; carelessness.
December	9 J. W. Weyman, wrecker.....	Batavia.....	Struck by derrick wheel; carelessness.
December	10 H. Engert, section man.....	Agency.....	Landing steel.
December	11 Wm. Russ, engineer.....	West of Ottumwa.....	Collision; employee's.
December	11 Sam. Meyer, conductor.....	Ottumwa.....	Struck by broken rope; carelessness.
December	12 Charles Anderson, laborer.....	Red Oak.....	Foot caught in rail.
December	13 O. G. Davison, brakeman.....	West of Chillicothe.....	Knocked off train by bridge.
December	18 J. B. Coffin, brakeman.....	Thayer.....	Jumping on train.
December	18 W. S. Wilkins, brakeman.....	Batavia.....	Collision; operator's.
December	20 F. G. Weyman, wrecker.....	Near Batavia.....	Hit with man.
December	20 Fred. Palmer, switchman.....	Creston.....	Hit with switch lever; no one's.
December	22 D. J. Daugherty, switchman.....	Creston.....	Caught between draw-bars; carelessness.
December	23 J. F. Slinglaff, conductor.....	Canton.....	Coupling; carelessness.
December	25 C. Thompson, brakeman.....	Pacific Junction.....	Caught between draw-bars; carelessness.
December	27 N. F. Arnold, brakeman.....	Burlington Junction.....	Caught between draw-bars; carelessness.
December	31 John Callahan, brakeman.....	Burlington Junction.....	Caught between draw-bars; carelessness.
1882.			
January	3 N. A. Kance, switchman.....	Creston.....	Coupling; carelessness.
January	3 O. J. Doty, switchman.....	Creston.....	Coupling; carelessness.
January	4 G. H. Ronrite, brakeman.....	Borne.....	Coupling; carelessness.
January	6 J. F. Braithard, brakeman.....	Creston.....	Collision; employee's.
January	9 A. V. Larson, brakeman.....	Prescott.....	Coupling; carelessness.
January	9 A. Bailey, switchman.....	Creston.....	Engine rod broke; accident.
January	10 J. P. Palmer, foreman.....	Agency.....	Flagger in machinery; carelessness.
January	11 Wm. Tracy, machinist.....	Burlington.....	Coupling; carelessness.
January	11 — Gordon, brakeman.....	Kent.....	Coupling; carelessness.
January	12 C. H. Jerry, brakeman.....	Burlington Junction.....	Dragged under tender; carelessness.
January	12 Charles Kramer, brakeman.....	Birzelow.....	Brake-wheel can e off; accident.
January	14 R. H. Money, brakeman.....	Middletown.....	Struck by lever; carelessness.
January	14 E. Davis, brakeman.....	Thayer.....	Coupling; carelessness.
January	17 Wm. Mallory, brakeman.....	Hastings.....	Conductor; carelessness.
January	18 J. W. Liebman, brakeman.....	Cleveland.....	Coupling; carelessness.
January	20 Tyson —, engineer.....	Woodburn.....	Jumped from engine.
January	21 M. Dorsey, brakeman.....	Malvern.....	Fell from train; carelessness.
January	23 O. E. Hendricks, helper.....	Ottumwa.....	Struck on head; carelessness.
January	24 E. D. Taylor, brakeman.....	Monroe.....	Coupling; carelessness.
January	24 E. Morrison, switchman.....	Burlington.....	Dragged under engine; carelessness.
January	24 Henry Morel, brakeman.....	Agency.....	Getting off engine; carelessness.
January	25 George May, carpenter.....	Burlington.....	Brick fell on him; carelessness.
January	26 Dan. Cooney, switchman.....	Creston.....	Getting on engine; carelessness.
January	27 D. T. Campbell, switchman.....	Burlington.....	Coupling; carelessness.
January	30 James Watson, clerk.....	Burlington.....	Crossing track; carelessness.
January	— C. Landstrum, laborer.....	Haatings.....	Stone fell on him; carelessness.
January	7 John Johnson, stockman.....	Creston.....	Fell from train; accident.
February	7 Dan. Sheldan, bridgeman.....	Dudley.....	Bank caved; accident.
February	10 George Lyon, brakeman.....	Creston.....	Coupling; carelessness.
February	10 John Maronily, brakeman.....	Ottumwa.....	Squeezed under engine; accident.
February	21 A. Swanson, laborer.....	Mt. Pleasant.....	Coupling; carelessness.
February	23 R. S. Burgeantze, brakeman.....	Hopkins.....	Getting off engine; carelessness.
February	24 Henry Morel, brakeman.....	Agency.....	

REPORT OF ACCIDENTS—CONTINUED.
INJURED—EMPLOYEES.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.			
February 26	L. McCoy, brakeman	Mt. Pleasant.....	Jumped from train; carelessness.
February 28	Adolph Peterson, brakeman	Fairfield.....	Fell from train; carelessness.
March 3	W. B. Brumme, switchman	Burlington.....	Coupling; carelessness.
March 5	O. W. Wright, brakeman	Charlton.....	Getting off train; carelessness.
March 6	Chas. Coughlin, fireman	North of Preston	Fell from engine; carelessness.
March 8	A. Hanson, brakeman	C. Crossing.....	Coupling; carelessness.
March 10	W. F. Strong, switchman	Creston.....	Coupling; carelessness.
March 10	Dan Ames, brakeman	Red Oak.....	Coupling; carelessness.
March 15	D. M. Doty, brakeman	Charlton.....	Fall from train; carelessness.
March 18	C. Lundgreen, coal heaver	Burlington.....	Hand caught in block; carelessness.
March 19	Bob Allison, wrecker	Lucas.....	Coupling; carelessness.
March 21	G. W. Thompson, brakeman	Albia.....	Pinched in turntable; accident.
March 21	John Toombs, brakeman	Connell Bluff.....	Coupling; carelessness.
March 24	Frank Phillips, hostler	Nodaway	Jumped from train; no one's fault.
March 24	A. Sawhill, brakeman	Hastings.....	Fell off train; carelessness.
March 30	F. A. Sawhill, brakeman	Mt. Pleasant.....	Head struck by water crane; accident.
April 1	C. S. Braner, conductor	Bed Oak.....	Coupling; carelessness.
April 2	J. S. Difernbaugh, brakeman	Burlington.....	Collision; carelessness.
April 6	J. V. Vanwick, engineer	South of Yulee.....	Bad fall on him; no one's fault.
April 7	J. E. Thompson, brakeman	Clarinda.....	Coupling; carelessness.
April 7	J. M. Rathbone, engineer	South of Yulee.....	Working on engine; careless.
April 11	J. M. Shamp, section foreman	Ellis Riley, brakeman	Kicked by a steer; no one's fault.
April 12	Ellis Riley, brakeman	Creston.....	Boiler fell on him; accident.
April 13	Peter Kelly, switchman	Afton.....	Collision; employee's.
April 16	H. V. Buffington, conductor	Lefflers.....	Collision; employee's.
April 17	Wm. Stewart, laborer	Creston.....	Fell from train; carelessness.
April 20	O. Martin, brakeman	Mt. Pleasant.....	Struck by engine; careless.
April 20	J. C. Vacan brakeman	Charlton.....	Jumping off train; careless.
April 27	John Galagan, brakeman	Burlington.....	Struck by hammer; no one's fault.
April 28	Frank Gregg, engineer	Agency	Coupling; carelessness.
May 4	G. W. Robinson, brakeman	Burlington.....	Foot cut with adze; carelessness.
May 5	M. Fisher, switchman	Burlington.....	Coupling; carelessness.
May 13	F. Danbendich, blacksmith	Agency	Run over, carelessness.
May 13	A. M. Lyons, brakeman	South of Hammoneton	
May 15	Jas. Martin, laborer	Pacific Junction	
May 17	Chas. Weicker, switchman	Burlington	
May 22	C. G. Nelson, section man	Burlington	

May	24 Lee Canoet, clkinerer.....	Ottumwa.....
May	30 John Sherer, laborer.....	Vilcox.....
MAY	30 E. B. Petersen, laboree.....	Burlington.....
June	2 Thomas Shaw, switchman.....	Bed Oak.....
June	6 G. D. Lektor, brakeman.....	Mt. Pleasant.....
June	6 E. E. Wiley, carpenter.....	Burlington.....
June	6 Dan Carter, brakeman.....	Prescott.....
June	9 Wm. Johnson, conductor.....	Matland.....
June	11 A. Johnson, laborer.....	Grand River.....
June	12 D. T. Tonney, switchman.....	Creation.....
June	13 Leo Perry, brakeman.....	Ottumwa.....
June	14 W. T. Melde, telegraph operator.....	Tayor.....
June	16 S. Bachwill, conductor.....	Dudley.....
June	17 A. M. Farnmeier, engineer.....	Mt. Pleasant.....
June	19 G. M. Gray, brakeman.....	Woodburn.....
June	21 G. D. Provost, machinist.....	Burlington.....
June	23 S. Carter, machinist.....	Davis City.....
June	24 Jas. Fough, section foreman.....	Burlington.....
June	26 Chas. Peterson, laborer.....	Dudley.....
June	26 J. P. Actley, brakeman.....	Conway.....
June	27 Wm. Cal., carpenter	

INJURED—OTHER THAN EMPLOYEES.

1881.		
July	1 Chas Evans, citizen.....	Afton.....
July	4 L. Dunning, citizen.....	Melrose.....
July	5 Unknown.....	Afton.....
July	19 Dan Sullivan, citizen.....	Albia.....
August	22 Unknown.....	Ottumwa.....
August	27 A. Robinson, teamster.....	Lethers.....
September	4 N. Dove, boy.....	Flaglers.....
September	6 Frank Titus, boy.....	Carmian.....
September	7 — Chambers, stockman.....	Grand River.....
September	19 Wm. McVey, water boy.....	Chilliothe.....
September	22 Unknown.....	O. Crossing.....
September	22 Geo. Bliss, citizen.....	Albia.....
September	24 John Kiser, citizen.....	Burlington.....
October	1 C. Lowiston, citizen.....	Mt. Pleasant.....
October	6 W. G. Mitchell, citizen.....	Jct. Madison.....
October	16 B. Hallam, citizen.....	Stanton.....
November	4 Mrs. H. Longly, passenger.....	Dudley.....
November	6 W. C. Mitchell, citizen.....	Jct. Madison.....
November	8 Chas. Davis, tramp	West Point.....
November	12 L. Anderson, citizen.....	Al.....
December	21 D. Ewing, citizen.....	Burlington.....
December	26 H. Beck, citizen.....	Danville.....
1882.	— C. Griffith, boy	Burlington.....
January		

REPORT OF ACCIDENTS—CONTINUED.

INJURED—OTHER THAN EMPLOYEES.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1862.			
January	— J. Lewis, ice packer.	Pacific Junction.	Packing ice; accident.
January	— Unknown.	Burlington Grade.	Jumped from train; carelessness.
February	2 John Hunt, tramp.	Alba.	Run over; carelessness.
February	18 A. Johnson, tramp.	Burlington.	Jumped from train; carelessness.
February	26 M. Troyer, citizen.	New London.	Jumped from train; carelessness.
March	3 L. Mitchell, citizen.	Tyrone.	Getting on train; carelessness.
March	6 P. Greeseer, book-black.	Hilliardale.	Getting on train; carelessness.
March	17 Jas. Hickey, citizen.	Otunmwa.	Run over; carelessness.
March	17 G. S. Bleed, citizen.	Otunmwa.	Getting on train; carelessness.
March	17 Unknown.	West of Villisca.	Knocked off bridge; accident.
April	12 Wm. McHenry, citizen.	Humeston.	Getting off train; carelessness.
April	24 Peter Marandt, boy.	Burlington.	Run over; carelessness.
April	29 Mrs. Gommer.	Des Moines.	Crossing track; careless.
May	6 Pat. Coddery, citizen.	Dudley.	Run over; careless.
May	12 Victor Dubois, citizen.	Thayer.	Fell from train; carelessness.
May	26 J. V. Lee, tramp.	Fairfield.	Getting on train; carelessness.
May	31 Unknown.	Gent. Crossing.	Run over; careless.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passenger.	Employees.	Others.	Passenger.	Employees.	Others.
Deraillments						1
Collisions						11
Caught in frogs						
Coupling cars						58
Falling from trains		2				2
Getting on and off trains	1	2	2	1	21	12
Highway crossings						29
Miscellaneous						2
Overhead obstructions						74
Stealing rides						5
Trespassers on track						1
Total	1	11	12	1	199	89

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year.....	24
Number of persons injured during the year.....	239
Number of casualties purely accidental during the entire year.....	16
Number resulting from lack of caution, carelessness, or misconduct.....	143
Number of persons killed or injured while intoxicated.....	5
Number of trespassers on track killed or injured.....	17
Number of tramps or others stealing rides killed or injured.....	5
Suicides in Iowa.....	0

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Charles E. Perkins, Burlington, Iowa.
Vice-President—{ 1st. A. E. Touzalin, Boston, Massachusetts.
{ 2d. J. C. Peasley, Chicago, Illinois.
{ 3d. T. J. Potter, Chicago, Illinois.
Secretary—H. W. Weiss, Chicago, Illinois.
Treasurer—J. C. Peasley, Chicago, Illinois.
General Manager—T. J. Potter, Chicago, Illinois.
General Superintendent—H. B. Stone, Chicago, Illinois.
Dicision Superintendents—{ J. D. Besler, Galesburg, Illinois.
{ K. H. Wade, Burlington, Iowa.
Chief Engineer—R. J. McClure, Chicago, Illinois.
Superintendent of Telegraph—J. Q. Morgan, Chicago, Illinois,
Auditor General—J. L. Lathrop, Chicago, Illinois.
General Passenger Agent—Percival Lowell, Chicago, Illinois.
General Freight Agent—E. P. Ripley, Chicago, Illinois.
Attorney—Wirt Dexter, Chicago, Illinois.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

John M. Forbes, Boston, Massachusetts.
Sidney Bartlett, Boston, Massachusetts.
Charles J. Paine, Boston, Massachusetts.
Channing Clapp, Boston, Massachusetts.
John L. Gardner, Jr., Boston, Massachusetts.
William Endicott, Jr., Boston, Massachusetts.
Edward Bangs, Boston, Massachusetts.
John N. A. Griswold, New York City.
Peter Geddes, New York City.
Wirt Dexter, Chicago, Illinois.
Charles E. Perkins, Burlington, Iowa.

Date of annual meeting of stockholders, Wednesday after fourth Monday in April.

Fiscal year of company ends December 31st.

General offices of the company located at 102 Michigan Avenue, Chicago, Illinois.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. } ss.

T. J. Potter, Third Vice-President and General Manager of the Chicago, Burlington & Quincy Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed)

T. J. POTTER,

[R. R. SEAL.]

Third Vice-President and General Manager.

ATTEST:

H. W. WEISS, *Secretary.*

Subscribed and sworn to before me, this 6th day of October, A. D. 1882.

F. L. BLOSSOM,

Notary Public.

[L. s.]

Received and filed in the office of the Commissioners of Railroads, this 7th day of October, A. D. 1882.

E. G. MORGAN,

Secretary Board of Railroad Commissioners.

REPORT

OF THE

KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS
RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association	\$ 5,284,656.71
Amount authorized by vote of the company.....	5,284,656.71
Amount issued, number of shares 52,777.1800, amount paid in.....	5,284,656.71
Amount of common stock issued.....	5,284,656.71
Capital stock Tarkio Valley R. R. Co.....	237,000.00
Capital stock Nodaway Valley R. R. Co.....	214,000.00
Total amount paid in as per books of the company	<u>\$ 5,735,656.71</u>
Amount of stock per mile of road, 312½ miles..\$	18,354.10
Amount of stock representing the road in Iowa.....	977,061.49
Amount of stock held in Iowa	68,773.00
Total number of stockholders	5,732
Number of stockholders in Iowa	75

DEBT.

Funded debt as follows:

First mortgage bonds, due January 1, 1907, rate of interest, 7 per cent.....	\$ 5,000,000.00
Interest paid on same during the year.....\$	350,000.00
Income bonds, due January 1, 1907, rate of interest not to exceed 6 per cent	<u>674.51</u>
Interest paid on same during the year..... None.	
Council Bluffs & St. Jo. R. R. bonds, old issue, outstanding, and to be exchanged for K. C., St. Jo. & C. B. bonds, rate of interest	500.00
Interest paid on same during the year..... None.	
First mortgage bonds (Tarkio Valley R. R. Co.), due June 1, 1920, rate of interest, 7 per cent.....	408,000.00
Interest paid on same	\$ 30,100.00
First mortgage bonds (Nodaway Valley R. R. Co.), due June 1, 1920, rate of interest, 7 per cent.....	368,000.00
Interest paid on same.....\$	27,160.00
Total amount of funded debt.....	<u>\$ 5,777,174.51</u>
Total amount of debt liabilities	\$ 5,777,174.51
Amount of debt per mile of road.....\$	18,486.95
Total amount of stock and debt.....	11,512,831.22
Amount of stock and debt per mile of road	\$ 36,841.05

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY).

NOTE.—Owing to this company being composed of a number of consolidations, it is impossible to give a detailed account of the cost for construction as required by the above; the best that can be done is to show the total, which represents the cost to this company.

Total expended for construction	\$ 10,664,569.04
---------------------------------------	------------------

Average cost of construction per mile of road (312½ miles)	\$ 34,126.62
Proportion of cost of construction for Iowa.....	1,972,945.27
Purchase of other roads (specifying same) and all particulars. No other roads purchased during year.	

COST OF EQUIPMENT.

Cannot give cost separately for same reason as noted for Construction.

Total for equipment	\$ 1,353,034.61
---------------------------	-----------------

Average cost of equipment per mile of road operated by com- pany (312½ miles).....	\$ 4,329.71
Proportion of cost of equipment for Iowa.....	250,311.40
Total cost of road and equipment	\$ 12,017,603.05
Average cost of road and equipment per mile (312½ miles) ...\$ 38,456.33	
Proportion of cost of road and equipment for Iowa.....	2,223,256.67
Average cost of road and equipment per mile in Iowa (58.3 miles).....	\$ 38,134.76

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN
INCREASED DURING THE YEAR.

Grading and new tracks.....	\$ 23,367.12
Bridging and masonry.....	18,455.85
Land, land damages, and fences.....	10,452.62
Passenger and freight stations, coal sheds, and water stations.	17,693.61
Engineering, agencies, salaries, and other expenses during construction	68.17
Total for construction	\$ 69,932.87

EQUIPMENT.

Freight and other cars (balance on boarding car).....\$ 36.44	
Tools and machinery.....	3,319.98
Total for equipment	\$ 3,356.42

KANSAS CITY, ST. JO. & COUNCIL BLUFFS R. R. CO. 155

Any other expenditures charged to property account.....	None.
Total expenditures charged to property accounts.....\$	73,288.79
Property sold (or reduced in valuation on the books) and credited property accounts during the year (specifying same):	
Dining car sold for.....	\$ 7,500.00
Safe in pay car sold for.....	75.00
	<u>7,575.00</u>
Amount the capital has been increased by stock or other dividends that is not represented by actual increase of property—dividing surplus or any other increase. None.	
Net addition to property account for the year.....\$	65,713.79

GENERAL EXHIBIT.

Total earnings.....	\$ 1,803,506.94
Total expenses, including taxes	1,243,794.51
Net earnings.....	559,712.43
Rentals, specifying amount paid to each company:	
(Charged in operating expenses.)	
Interest accruing during the year on bonds.....	410,194.16
Interest paid during the year on bonds.....	410,194.16
Dividends declared. None.	
Balance for the year—surplus.....	149,518.27
Interest falling due during the year and not paid. None.	
Balance at commencement of the year.....	431,223.67
Balance at the close of the year, June 30, 1882.....	574,342.90
Income from other sources than earnings. None.	
Total income from all sources for the year	\$ 1,803,506.94

ANALYSIS OF EARNINGS.

Earnings, passenger:

From local passengers	\$ 354,382.83
From through passengers.....	160,366.05
From all passengers.....	\$ 514,748.88
From express and baggage.....	21,212.89
From mails	30,502.05

Total earnings, passenger department..... \$ 566,553.82
 Earnings per train mile run (510,770 miles) \$ 1.10

Earnings, freight:

From local.....	\$ 517,771.87
From through	644,811.90

Total earnings, freight department..... \$ 1,162,583.77

Earnings per train mile run (532,420 miles) \$ 2.18

Total transportation earnings \$ 1,720,187.59

Earnings per train mile run, from all trains
 earning revenue (1,043,190 miles)..... \$ 1.66
 Earnings per mile of road operated (312½ miles). 5,533.24
 Proportion of earnings for Iowa 215,598.16
 Rents received for use of road and miscellaneous sources—
 whole line..... 74,360.35

Total income from all sources..... \$ 1,803,506.94

Proportion of income for Iowa..... \$ 249,227.63

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track.....	\$ 214,098.77
Renewal of rails	73,084.54
Number tons laid, steel, 2,166. ¹¹⁶	
Number tons laid, iron, none.	
Renewal of ties	50,520.71
Number laid, 84,080.	
Repairs of bridges, including culverts and cattle-guards.....	42,887.90
Repairs of fences, road-crossings, and signs	23,690.95
Repairs of buildings, stations, and water-tanks.....	29,124.30

Total

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives.....	\$ 57,540.05
Repairs of passenger cars	35,763.91
Repairs of freight cars.....	72,039.98

Total

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives.....	\$ 72,480.72
Water supply.....	10,040.76
Oil and waste.....	5,026.30
Locomotive service.....	77,883.33
Hired engines.....	2,012.40
Mail service.....	1,080.00
Passenger and freight train service and supplies.....	69,756.84
Mileage of freight cars (debit balance).....	28,847.08
Telegraph expenses (maintenance and operating).....	12,224.92
Damage and loss of freight and baggage.....	3,138.30
Damage to property and cattle.....	17,571.77
Personal injuries.....	4,862.91
Agents and station service and station supplies.....	156,097.48
 Total	 <u>\$ 463,391.81</u>

CLASS 4—GENERAL EXPENSES.

Salaries of general officers, clerks, and legal expenses.....	\$ 60,957.94
Rents.....	33,668.42
Stationery and printing.....	16,559.30
Outside agencies and advertising.....	11,136.16
Contingencies and expenses of Boston office.....	23,295.67
Taxes in Iowa	\$ 6,705.07
Taxes in other States.....	29,294.98—
 Total	 <u>\$ 181,616.59</u>

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings.....	\$ 433,416.17
Maintenance of motive power and cars.....	165,369.94
Conducting transportation	463,391.81
General expenses, including taxes.....	181,616.59
 Total operating expenses and taxes	 <u>\$ 1,243,794.51</u>
 Operating expenses and taxes per mile of road.....	\$ 3,980.14
Operating expenses and taxes per train mile run, for trains earning revenue (1,049,190 miles).....	1.19
Proportion of operating expenses and taxes for Iowa.....	230,102.02
Expenses of running and management of passenger trains	140,454.41
Expenses of running and management of passenger trains per train mile, cents.....	29.3
Expenses of running and management of freight trains	287,032.32
Expenses of running and management of freight trains per train mile, cents.....	44.68
Expenses of running and management of all trains earning revenue.....	387,886.73
Percentage of expenses to income	68.9

GENERAL RECAPITULATION.

Total income.....	\$ 1,808,506.94
Total operating expenses and taxes.....	1,243,704.51
Net income above operating expenses and taxes.....	559,712.43
Net income above operating expenses, taxes, interest and rental.....	149,518.27
Gross income per train mile run (1,043,190 miles)	1.73
Net income per train mile run (1,043,190 miles) ...	.14
Percentage of net income to stock and debt	1.29
Percentage of net income to cost of road and equipment	1.24
Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.	

SURPLUS.

Surplus at the commencement of the year.....	\$ 431,223.67
Surplus at the close of the year	580,741.94
The amount invested in railroad stocks, N. V. R. R. and T. V. R. R.	42,000.00
Give the name of each road, and the number of shares owned in each of them and the par value of shares:	
Nodaway Valley R. R. Co., 200 shares, at \$100 each.	
Tarkio Valley R. R. Co., 220 shares, at \$100 each.	
Stock owned in Union Depot Co.	19,409.52
Stock owned in Union Stock Yard Co., St. Joseph	9,525.00
Amount absorbed in construction.....	387,912.88
Amount in material and balances from other roads	141,894.53

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS,
JUNE 30, 1882.

DEBIT.

Construction	\$ 10,604,569.04
Equipment	1,353,034.61
Supplies on hand.....	55,522.76
Cash on hand.....	196,055.77
Real estate, St. Joseph.....	54,124.18
Suspended debts.....	72,032.03
Union Depot Co.'s stock	19,409.53
Union Stock Yard Co.'s stock	0.523.00
Nodaway Valley R. R. stock	20,000.00
Tarkio Valley R. R. stock.....	22,000.00
Amount due from others.....	86,371.77

\$ 12,534,144.71

CREDIT.

Capital stock.....	\$ 5,735,656.71
Bonded debt.....	5,777,174.51
Accrued interest.....	4,526.08
Unpaid vouchers.....	184,915.37
Land account.....	35,557.21
Unpaid coupons (payable).....	176,971.35
Bills payable.....	65,000.00
Income account, or surplus.....	574,342.90

\$ 12,534,144.71

DESCRIPTION OF ROAD.

Length of main line of road from Kansas City to Council Bluffs, miles	197.77
Length of main line of road in Iowa.....	52
Length of main line of road in Missouri.....	145.77
Branches owned by this company:	
Hopkins Branch, miles	50.24
East Atchison Branch	1.17
East Nebraska City Branch.....	2.26
Tarkio Valley Branch	29.52
Nodaway Valley Branch.	31.53
Total length of branches owned by this company.....	114.72
Total length of branches owned by this company in Iowa.....	6.85
Total length of branches owned by this company in Missouri.	108.87
Total length of road belonging to this company.....	310.99
Aggregate length of sidings and other tracks not above enumerated	40.34
Same in Iowa.....	8.65
Aggregate length of track computed as single track	357.32
Same in Iowa.....	67.01
Total length of steel rails in tracks in Iowa, exclusive of sidings.....	42
Total length of iron rails in tracks in Iowa, exclusive of sidings.....	16.85
Weights per yard, steel {	
17 miles 60 pounds.	
3 miles 56 pounds.	
22 miles 52 pounds.	
Weights per yard, iron, 52 pounds.	
Gauge of track.....	4 ft. 8½ in.

**ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY
THIS COMPANY UNDER LEASE OR CONTRACT.**

Name, description, and length of each:

H. & St. J. R. R. bridge, Harlem to Kansas City	1.50
Total length of above roads in Missouri.....	1.50
Total miles of road operated by this company.....	312.49
Total miles road operated by this company in Iowa.....	58.85

STATIONS.

Number of stations on all roads owned by this company.....	51
Same in Iowa.....	11
Number of stations on all roads operated by this company.....	51
Same in Iowa.....	11
Number of telegraph offices in stations in Iowa	11

EMPLOYES.

Number of persons regularly employed on all roads operated by this company, about	1,685
Same in Iowa, about	95
Amount paid employees, including officials, on all roads opera- ted by this company.....	\$ 822,456.22
Same in Iowa (approximately).	\$ 62,154.40

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden A bridges under 100 feet in length.....	2	100
Wooden trestle and pile, feet.....	32	2,100

BOX CULVERTS IN IOWA.

Timber, open pile culverts.....	6
---------------------------------	---

CATTLE-GUARDS.

Number of in Iowa.....	68
------------------------	----

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.).....	5,592
Amount of trestle work replaced with earth during the year (lineal feet).....	180

Give the average number of years the trestle and pile bridges last on your road in Iowa. About nine years.

Give the average number of years that wooden truss bridges last on your road in Iowa. About ten years.

ROAD-BED AND TRACK.

Number of track sections in Iowa.....	10
Average length of sections, miles	5
Average number of men in each section gang.....	6
Number of new ties laid in track during the year in Iowa....	12,000
Average number of new ties per mile of road.....	325
New rails laid in track during the year in Iowa—steel 205 tons, miles.....	2½

What is the average number of years that iron rails last in your track on main line in Iowa? Ten years.

*What is the average number of years that iron rails last in your track on branches in Iowa? Have only about $4\frac{1}{4}$ miles of branch in Iowa.

What is the average number of years that steel rails last in your track on main line in Iowa? We have steel in track which has been in nine years and is in good condition yet.

What is the average number of years that ties last in your track in Iowa? Oak ties last about eight years.

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago, Burlington & Quincy Railroad, at Pacific Junction.

Wabash, St. Louis & Pacific Railway, at Council Bluffs.

Number of highway crossings at grade.....	96
-------------------------------------------	----

*The only branch we have which has been in operation longer than two years, is the Hopkins branch in Missouri, and iron rails last no longer on this branch than on main line, owing to heavy grades.

FENCING IN IOWA.

How many miles of fencing have you on your road, miles.....	26
What is the average cost per rod.....\$	2.80
What is the total cost of same.....	11,800.00
How many miles of new fencing have been built during the year	2
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Fremont county, miles.....	11.7
In Mills county, miles.....	12.8
In Pottawattamie county, miles.....	1.5
Total miles.....	26

ROLLING STOCK.

Number of locomotives.....	38
Number of passenger cars	20
Number of baggage, mail, and express cars.....	11
Number of official cars.....	1
Number of box freight cars.....	775
Number of stock cars.....	22
Number of platform cars.....	186
Number of other cars, including 144 combination cars.....	164
Total.....	1,159

Maximum weight of locomotives and tenders, 47 tons, tenders full of fuel and water.

Average weight of locomotives and tenders, 44 tons.

Number of locomotives equipped with train brake..... 14

 Kind of brake, "Westinghouse air."

Maximum weight of passenger cars, 19½ tons.

Average weight of passenger cars, 18 tons.

Number of cars equipped with train brake..... 33

 Kind of brake, "Westinghouse air."

Number of passenger cars equipped with Miller platform and buffer..... 20

The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine 47, tons.....

450

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year.....	510,770
Miles run by freight trains during the year.....	532,420
Miles run by switching trains during the year.....	417,398
Miles run by other trains during the year.....	104,588
Total train mileage	1,565,176

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains.....	3.7
Average weight of passenger trains, exclusive of passengers, tons	115
Average number of cars in freight trains.....	18.5
Average weight of freight trains, exclusive of freight, tons...	214

PASSENGER TRAFFIC.

Number of through passengers carried.....	59,694
Number of local passengers carried.....	319,899
Number of special ticket passengers carried None.	

Total number of passengers carried.....	379,583

Total passenger mileage, or passengers carried one mile.....	17,195,295
Average distance traveled by each passenger.....	45.306
Average amount received from each passenger.....\$	1.35.627
Highest rate of fare per mile for any distance, cents.....	4
Lowest rate of fare per mile for any distance, cents.....	2
Average rate of fare per mile for all passengers.....	2.0985

FREIGHT TRAFFIC.

Number of tons of through freight carried.....	373,698
Number of tons of local freight carried.....	334,407

Total tons of freight carried.....	708,045

Total mileage of through freight, tons carried one mile.....	36,815,308
Total mileage of local freight, tons carried one mile.....	29,619,978

Total freight mileage, or tons carried one mile.....	66,435,286

Average rate per ton per mile received for through freight, cts.	1.752
Average rate per ton per mile received for local freight, cts...	1.748
Average rate per ton per mile received for all freight, cts...	1.750
Percentage of freight originating at, and carried to stations in Iowa, to total freight carried in Iowa. (This should not include fuel or any material for the use of the road).....	23.63

CAR MILEAGE.

Number of miles run by loaded freight cars east and south, and west and north, whole line, miles.....	6,548,063
Number of miles run by empty freight cars east and south, and west and north, whole line, miles.....	3,528,554
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south.....	35
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north.....	35

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour.....	24
Rate of speed of freight trains, including stops, miles per hour.	10%

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	140,084	20.6
Flour	18,500	2.7
Provisions (beef, pork, lard, etc.).....	10,140	1.4
Animals	56,220	7.9
Other agricultural products.....	9,282	1.3
Lumber and forest products.....	163,478	23.2
Coal	64,098	9.0
Plaster, lime, and cement.....	5,124	.7
Salt	10,416	1.5
Petroleum and oil.....	1,128	.2
Iron, steel, and castings.....	11,466	1.6
Stone and brick.....	14,573	2.1
Manufactures—articles shipped from point of production.....	13,813	1.9
Merchandise, and other articles not enumerated above.....	188,773	25.9
Total tons carried.....	708,045	100

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES IN IOWA.

What express companies run on your road, and on what terms and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? United States Express Company pays a fixed sum for transporting within and up to a fixed limit of weight, and $1\frac{1}{2}$ first class rates on excess. The railroad company does not handle or have anything to do with the express matter, or rates thereon as charged by express company, but simply carries when placed in baggage car.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? None. Various companies' cars run over this road for which we pay mileage as to railroad companies for similar service.

What amount have you paid other corporations, car loaning companies, stock companies, or individuals, *not operating railroads*, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each?

Bain Wagon Company, Kenosha, Wisconsin	\$ 1.48
Blue Line Transit Company, Rochester, New York	183.43
S. Cupples & Co., St. Louis, Missouri	59.77
Erie & North Shore Line, Detroit, Michigan	21.00
Erie & Pacific Despatch, Indianapolis, Indiana	14.73
Empire Line, Philadelphia, Pennsylvania	24.80
Fisk Brothers & Co., Racine, Wisconsin	33.08
Great Western Despatch, Indianapolis, Indiana	4.36
Hoosac Tunnel Line, Rochester, New York	67.47
MERCHANTS' DESPATCH TRANS. CO., 335 BROADWAY, NEW YORK	124.07
NATIONAL DESPATCH COMPANY, ST. ALBANS, VERMONT	64.58
NATIONAL LINE, PITTSBURGH, PENNSYLVANIA	6.50
PFEIFFER & SON, ST. JOSEPH, MISSOURI	31.67
RED LINE TRANSIT COMPANY, BUFFALO, NEW YORK	129.48
UNION LINE, PITTSBURGH, PENNSYLVANIA	39.94
ABERNATHY FURNITURE COMPANY, KANSAS CITY, MISSOURI	2.23
ST. LOUIS REFRIGERATOR CAR COMPANY, ST. LOUIS, MISSOURI .....	.23
CANADA SOUTHERN LINE, BUFFALO, NEW YORK	90.63
AMERICAN REFRIGERATOR TRANSIT CO., ST. LOUIS, MISSOURI	4.58
ANDERSON REFRIGERATOR CAR COMPANY, NEW YORK CITY	87.98
GRASSELLI OIL COMPANY, CLEVELAND, OHIO	5.47
C. C. COMSTOCK, GRAND RAPIDS, MICHIGAN .....	.85
ERIE & NORTH SHORE DESPATCH, DETROIT, MICHIGAN	57.95
MENOSHA WOODEN WARE COMPANY, MENOSHA, WISCONSIN .....	.61
MANN BROTHERS, MILWAUKEE, WISCONSIN	4.41
UNION TANK LINE, CLEVELAND, OHIO	3.11
STANDARD OIL COMPANY, CLEVELAND, OHIO	7.75
COMMERCIAL EXPRESS LINE, BUFFALO, NEW YORK	45.77
W. J. LAMP & CO., ST. LOUIS, MISSOURI	3.10
WHITE LINE TRANSIT COMPANY, BUFFALO, NEW YORK	125.15
WABASH & ERIE DESPATCH COMPANY, DETROIT, MICHIGAN	12.88
UNITED STATES EXPRESS COMPANY, 82 BROADWAY, NEW YORK .....	.91
Total	\$ 1,239.47

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? The Pullman Palace Car Company's sleepers run on our road; we pay that company same rate per mile as for a coach hired of any railroad company.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. To Pullman Palace Car Company \$5,206.14. The Pullman Palace Car Company receive the earnings.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service? \$150.48 per mile per annum for main line in Iowa, payable quarterly.
What amount have you paid for receiving and delivering mail to and from stations on your road? \$1,060.

TELEGRAPH.

How many miles of telegraph are owned by your company? None.
What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union Telegraph Company, 812½ miles.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1882.

INURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.			
July 13	Geo. Burrows, fence gang	Hamburg	Climbing on train in motion; foot crushed.
July 19	L. Yangian, laborer.....	East Nebraska City	Fell while carrying tie; arm injured.
July 25	N. Trudo, laborer	Hamburg	Jumped off hand car in motion; shoulder dislocated.
October 17	E. Bunch, brakeman	Pacific Junction	Coupling cars; finger mashed.
1882.			
February 11	Geo. Rice, brakeman	Henton's	Chainlink two cars together (cars had no draw heads); squeezed him.
June 10	Fred. Amasien, laboree	Nebraska City Junction	Unloading steel rail; fell on toe and mashed it.

TABULAR STATEMENT OF ACCIDENTS.

CAUSE OF ACCIDENT.	INJURED.
	Employees
Coupling cars.....	2
Getting on and off trains.....	1
Miscellaneous.....	3
Total.....	6

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year.....	None.
Number of persons injured during the year.....	6
Number of casualties purely accidental during the entire year.....	2
Number resulting from lack of caution, carelessness, or misconduct.	4

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Henry Parkman, Boston, Massachusetts.
Secretary and Treasurer—E. E. Pratt, Boston, Massachusetts.
General Manager—T. J. Potter, Chicago, Illinois.
General Superintendent—J. F. Barnard, St. Joseph, Missouri.
Assistant Superintendent—D. H. Winton, St. Joseph, Missouri.
Chief Engineer—C. C. Chandler, St. Joseph, Missouri.
Superintendent of Telegraph—G. M. Ilohl, St. Joseph, Missouri.
Auditor—C. M. Carter, St. Joseph, Missouri.
General Passenger Agent—A. C. Dawes, St. Joseph, Missouri.
General Freight Agent—G. H. Crosby, St. Joseph, Missouri.
Attorneys—Strong & Mosman, St. Joseph, Missouri.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Henry Parkman, Boston, Massachusetts.
W. J. Ladd, Boston, Massachusetts.
E. E. Pratt, Boston, Massachusetts.
A. E. Touzalin, Boston, Massachusetts.
W. W. Baldwin, Burlington, Iowa.
J. F. Barnard, St. Joseph, Missouri.
C. M. Carter, St. Joseph, Missouri.
J. M. Barr, Boston, Massachusetts.
A. G. Stanwood, Boston, Massachusetts.

Date of annual meeting of stockholders, 1st Tuesday in March.
Fiscal year of company ends, December 31st.
General offices of the company are located at St. Joseph, Buchanan county, Missouri.

STATE OF MISSOURI,
COUNTY OF BUCHANAN. } ss.

John F. Barnard, General Superintendent, and Chas. M. Carter, Assistant Treasurer and Auditor of the Kansas City, St. Joseph & Council Bluffs Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of

this company, and having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of their knowledge and belief.

(Signed)

J. F. BARNARD,
General Superintendent.
E. M. CARTER.

Subscribed and sworn to before me, this 15th day of September, A. D. 1882.

[L. S.]

A. MOSMAN,
Notary Public.

My commission expires October 25, 1882.

Received and filed in the office of the Commissioners of Railroads, this 18th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

R E P O R T

OF THE

CHICAGO, MILWAUKEE & ST. PAUL

RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association.....	
Amount authorized by vote of the company.....	
Amount issued, number of shares, 355,097.44; amount paid in. \$	35,509,744.00
Amount of common stock issued.....	20,404,261.00
Amount of preferred stock issued, and conditions of preference.....	15,105,483.00
(Preferred stock is entitled to seven per cent dividend, if earned, to the exclusion of common stock, but common stock is entitled to seven per cent before preferred can have more. After that, no preference.)	
Total amount paid in as per books of the company	<u>35,509,744.00</u>
Amount of stock per mile of road	\$ 8,857.00
Amount of stock representing the road in Iowa. (On basis of _____ miles of road.)	10,747,360.00
Amount of stock held in Iowa	16,200.00
Total number of stockholders.....	1,020
Number of stockholders in Iowa.....	6

NOTE.—The present company was organized in 1863, and comprises various lines of road which had been built by other companies, the records of which are not all in our possession, on which account it is impossible to give the information desired.

DEBT.

Funded debt as follows:

NAME OF BONDS.	Where payable.	When payable.	Date of issue.	Rate of interest.	Amount.
Consolidated	New York.	July 1, 1906 1876	7	\$ 11,240,000.00	
Consolidated, old issue	New York.	July 1, 1904 1874	7	215,000.00	
La Crosse Division	New York.	Jan. 1, 1893 1863	7	5,525,000.00	
Iowa & Minnesota Division	New York.	July 1, 1897 1867	7	3,382,000.00	
Prairie du Chien Division, first mortgage	New York.	Feb. 1, 1898 1868	8	3,674,000.00	
Prairie du Chien Division, second mortgage	New York.	Feb. 1, 1898 1868	7.3	1,299,000.00	
Chicago & Milwaukee Division	New York.	Jan. 1, 1903 1873		2,494,000.00	
St. Paul (or River) Division	London . . .	Jan. 1, 1902 1872	7	3,998,000.00	
Iowa & Dakota Division	New York.	July 1, 1899 1869	7	558,000.00	
Iowa & Dakota Division extension	New York.	July 1, 1908 1878	7	3,764,000.00	
Hastings & Dakota Division	New York.	Jan. 1, 1902 1872		97,000.00	
Hastings & Dakota Division extension	New York.	Jan. 1, 1910 1880	7	5,200,000.00	
Southwestern Division	New York.	July 1, 1899 1879	6	4,000,000.00	
La Crosse & Davenport Division	New York.	July 1, 1918 1879	5	2,500,000.00	
Chicago & Pacific Division	New York.	July 1, 1910 1880	6	8,000,000.00	
Chicago & Pacific (Western) Division	New York.	Jan. 1, 1921 1881	5	10,726,000.00	
Southern Minnesota Division	New York.	July 1, 1910 1880	6	7,459,000.00	
Mineral Point Division	New York.	July 1, 1910 1880	5	2,840,000.00	
Dubuque Division	New York.	July 1, 1920 1880	6	6,500,000.00	
Wisconsin Valley Division	New York.	July 1, 1920 1880	6	1,700,000.00	
Wisconsin & Minnesota Division	New York.	July 1, 1921 1881	5	1,000,000.00	
Chicago & Lake Superior Division	New York.	July 1, 1921 1881	5	1,869,000.00	
Second mortgage	New York.	Oct. 1, 1884 1864	7	387,000.00	
Minnesota Central	New York.	July 1, 1894 1864	7	123,000.00	
Milwaukee & Western	New York.	July 1, 1891 1861	7	215,000.00	
Land grant income	New York.	July 1, 1890 1880	7	318,000.00	
Total					\$ 83,648,000.00

Floating debt:

Incurred for construction, equipment, real estate, and interest				
Total amount of floating debt, in excess of assets			\$	1,593,846.00
Total amount of debt liabilities			\$	85,236,846.00

Amount of debt per mile of road	\$	20,061.00
Total amount of stock and debt		120,746,590.60
Amount of stock and debt per mile of road		28,418.00

COST OF ROAD AND EQUIPMENT.

See preceding note, on page 169.

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN
INCREASED DURING THE YEAR.

Bridging	\$ 43,171.95
Land	373,381.63
Passenger and freight stations, coal sheds and water stations.	429,732.63
Engine houses, car sheds and turntables	{ 495,851.28
Machine shops, including machinery and tools	
Purchase of other roads (specifying same) and all particulars:	
Southern Minnesota Railway	
Chicago & Pacific Railway	
Mineral Point Railway	
Chi., Clinton, Dubuque & Minn. Railroad	
Wisconsin Valley Railroad	
Pine River Valley & Stevens Point Railroad	
Western Union Railroad	
Hastings & Dakota Railway	
Davenport & Northwestern Railway	
Iowa Eastern Railway	
Dubuque & Southwestern	
Sioux City & Dakota Railway	
Cost Wisconsin & Minnesota Division	126,780.00
Cost Chicago & Lake Superior Division	189,078.68
Construction Iowa & Dakota Division extensions	453,489.33
Hastings & Dakota Division extensions	972,968.05
Southern Minnesota Division extensions	497,264.47
Libertyville extension	758.41
line St. Paul to Minneapolis	19,263.69
Monroe extension	271,515.51
Minneapolis extension	52,641.23
Marion extension	6,457,149.07
Clinton extension	46,617.42
Rockton extension	292,426.82
Ottumwa extension	11,695.81
Emmetsburg extension	263,668.13
Mazomanie extension	145,068.04
Broadhead extension	3,884.99
Beaver Dam extension	18,408.93
Red Wing extension	9,935.21
Stillwater extension	484,658.96
Purchase track at St. Paul	25,000.00
Double track, side tracks, etc.....	378,864.77
 Total for construction, purchase, etc.....	<u><u>\$ 15,978,501.49</u></u>

REPORT OF RAILROAD COMMISSIONERS.

EQUIPMENT.

Locomotives, number.....	125	\$ 1,428,601.48
Passenger cars.....	36	183,209.83
Mail, baggage, and express cars, built and partially built in car-shops (part cost).....	14	54,897.91
Parlor, dining, and sleeping cars.....	12	145,608.55
Freight and other cars.....	2,058	1,192,240.82
Wrecking-cars, pile-drivers, and tools		22,401.27
Total for equipment.....		\$ 3,026,959.36
Total expenditure charged to property accounts.....		\$ 19,005,400.85

Property sold (or reduced in valuation on the books) and credited property accounts during the year:

Amount the capital has been increased by stock or other dividends that is not represented by actual increase of property—dividing surplus or any other increase.....

Net addition to property account for the year... \$ 18,994,992.52

GENERAL EXHIBIT.

Total earnings	\$ 19,043,890.17
Total expenses, including taxes	10,658,897.32
Net earnings	8,384,992.85
Interest accruing during the year	\$ 4,691,468.38
Interest paid during the year	4,597,707.14
Interest on floating debt	98,761.19
Interest paid on funded debt	4,597,707.14
Dividends declared, { 7 per cent on preferred stock	957,918.80
7 per cent on common stock	1,253,298.28
Balance for the year	1,873,643.74
Balance at commencement of the year	3,968,330.28
Balance at the close of the year, June 30, 1882	5,831,974.02
Income from other sources than earnings	296,975.11
 Total income from all sources for the year	\$ 19,340,865.28

ANALYSIS OF EARNINGS.

Earnings, passenger:

From local passengers.....	\$ 3,785,998.81
From through passengers.....	933,642.38
From all passengers.....	\$ 4,719,639.19
From express and baggage.....	365,492.16
From mails	412,266.95
From other sources, passenger department.....	176,238.24

Total earnings, passenger department.....	\$ 5,673,639.54
Earnings per train mile run (3,934,903 miles).....	\$1.44

Earnings, freight:

From local.....	\$ 12,512,028.20
From through.....	590,161.44
Total earnings, freight department	\$ 13,102,184.64
Earnings per train mile run (7,673,546 miles).....	\$ 1.71

Total transportation earnings.....	\$ 18,775,818.18
------------------------------------	------------------

Earnings per train mile run, from all trains earning revenue (11,608,449 miles)	\$ 1.61
Earnings per mile of road operated (*4,026 miles)	4,668.64
Rents	10,688.07
Car mileage (credit balances).....	74,824.53
Income from all other sources—Stock yards.....	175,262.00
Elevator earnings.....	7,297.39
Telegraph earnings	
Total income from all sources.....	\$ 19,043,890.17

Proportion of income for Iowa.....	\$ 3,236,862.94
------------------------------------	-----------------

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

-CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track.....	
Renewal of rails.....	
No. tons laid, steel, { Cannot state at this time.	\$ 1,930,733.37
No tons laid, iron, { Cannot state at this time.	
Renewal of ties.....	
No laid, Cannot state at this time.	
Repairs of bridges, including culverts and cattle-guards.....	182,594.65
Repairs of fences, road-crossings, and signs.....	71,222.62
Repairs of buildings, stations, and water-tanks	221,374.79
Total.....	\$ 2,405,925.43

* Average miles of road in operation for the year.

REPORT OF RAILROAD COMMISSIONERS.

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives.....	\$ 560,284.16
Repairs of passenger and freight cars	576,023.96
Total	\$ 1,136,908.12

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives.....	\$ 1,564,532.90
Water supply (included in other accounts).....	216,277.96
Oil and waste.....	1,091,806.04
Locomotive service	817,938.61
Train service	
Passenger train supplies (included in train and station supplies).....	
Freight train supplies (included in train and station supplies).....	43,820.97
Damage and loss of freight and baggage.....	60,805.54
Damage to property and cattle	131,692.91
Personal injuries.....	1,461,988.54
Agents and station service.....	
Station supplies (included in train and station supplies)	
Total	\$ 5,388,663.47

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks.....	\$ 313,238.93
Legal expenses.....	57,806.70
Insurance.....	46,096.58
Stationery and printing and station and train supplies	371,052.56
Outside agencies and advertising.....	141,286.40
Contingencies	232,901.01
Taxes in Iowa	\$ 94,166.28
Taxes in other States.....	418,695.68
Total taxes	507,861.91
Total	\$ 1,670,044.09

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings.....	\$ 2,405,925.43
Maintenance of motive power and cars.....	1,136,908.12
Conducting transportation.....	5,388,663.47
General expenses, including taxes.....	1,670,044.09
* Total operating expenses and taxes	\$ 10,601,541.11

Operating expenses and taxes per mile of road	\$ 2,633.27
Operating expenses and taxes per train mile run, for trains earning revenue (11,608,449 miles) .....	.91
Proportion of operating expenses and taxes for Iowa.....	2,274,893.02
Percentage of expenses to income.....	56

* Expenses of elevators not included, \$57,856.21.

GENERAL RECAPITULATION.

Total income.....	\$ 19,340,865.28
Total operating expenses and taxes.....	10,658,897.32
Net income above operating expenses and taxes.....	8,681,967.96
Net income above operating expenses, taxes, interest, and rental.....	4,084,260.82

Gross income per train mile run, all trains (16,831,799 miles)	1.15
Net income per train mile run, all trains (16,831,799 miles) .....	.52
Percentage of net income to stock and debt	7.2
Percentage of net income to cost of road and equipment.....	7.0
Are charges for the transportation of the company's supplies included in the earnings as reported for your road.....	No.

SURPLUS.

Surplus at the commencement of the year	\$ 3,958,830.28
Surplus at the close of the year	5,881,974.02
The amount invested in railroad stocks, bonds, etc.....	2,485,421.88
Give the name of each road, and the number of shares owned in each of them and the par value of shares	
Amount absorbed in construction.....	760,527.06
Amount in material and balances from other roads	2,586,025.13

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Construction and purchase of road and equipment	\$ 126,578,504.62
Other investments, as follows; viz.,	
McGregor & Missouri River Railway stock, etc.....	446,730.00
Oshkosh & Mississippi River Railway bonds.....	205,000.00
Stock, bonds, etc., Minnesota Midland Railway	381,204.63
St. Paul & Duluth R. R. stock.....	697,300.98
Minneapolis Eastern Railway	87,779.56
Illinois and Iowa coal mines.....	517,524.91
St. Paul Depot and Elevator Co.....	67,206.00
Other investments	82,675.75
Cash	1,032,597.29
Bills receivable	1,000.00
Due from agents, companies, etc.....	636,045.23
Materials and supplies on hand	1,949,979.90
	\$ 132,688,608.87

CREDIT.

Capital stock, preferred	\$ 15,105,483.00
Capital stock, common.....	20,404,261.00
Funded debt	83,643,000.00
Dividends and interest unclaimed.....	98,030.06
Notes payable	4,602,010.78
Vouchers and pay-rolls (current).....	2,043,941.95
Other liabilities (miscellaneous accounts).....	954,908.07
Income account	5,831,974.02
	\$ 132,688,608.87

DESCRIPTION OF ROAD.

Length of main line of road in Iowa, miles.....	1,285.54
Length of main line of road in Illinois.....	812.77
Length of main line of road in Wisconsin.....	1,098.96
Length of main line of road in Minnesota.....	1,028.98
Length of main line of road in Dakota	606.67

Roads owned by this company:

ROADS.	Total length.	Length in Iowa.
From Milwaukee to Western Ave., Chicago, miles.....	82.20	
P. C. St. Louis Junction to Milw. Ave., Chicago.....	.40	
Libertyville Junction to Libertyville	3.00	
Kinnikinnic to Bay View .....	.75	
Chicago to Lanark Junction.....	115.68	
Racine to Port Byron Junction.....	192.00	
Eagle to Elkhorn	16.50	
Watertown to Hampton Mines.....	4.25	
Savanna to Sabula.....	2.74	.20
Sabula to Cedar Rapids.....	92.20	92.20
Farley to Paralta.....	43.60	43.60
Davenport to Jackson Junction	150.80	150.80
Eldridge to Maquoketa.....	32.30	32.30
Rockton to Rockford.....	15.00	
Rockton Mill track.....	.70	
From Milwaukee to Prairie du Chien.....	194.40	
Mazomanie to Prairie du Sac	10.34	
Lone Rock to Richland Center.....	16.00	
Stock Yards to Prairie du Chien Div. Junction.....	.66	
Stoughton Mill track.....	.80	
From Milton to Shellsburg	76.40	
Janesville to Beloit Junction.....	13.84	
Broadhead to Albany	7.15	
Warren to Mineral Point	32.75	
Calamine to I'Plattsburg.....	18.00	
Milwaukee to La Crosse.....	196.89	
Madison to Portage	39.00	
Watertown Junction to Madison	36.55	
Lisbon to Necedah.....	12.86	
Viroqua Junction to Viroqua	32.20	
La Crosse Levee track .....	.75	
From North La Crosse to Bridge Junction	1.98	
Waterloo Quarry track	1.10	
From Clinton to La Crescent Junction	171.55	146.65
Turkey River Junction to Wadena	49.75	49.75
Bellevue to Cascade	35.59	35.59
Waukon Junction to Waukon	22.80	22.80
Caledonia Junction to Preston	57.50	
Hastings to Aberdeen	311.10	
Ashton to Ellendale and north	72.60	
Millbank (N. W., end of track)	32.90	

	ROADS.	Total length.	Length in Iowa.
From Benton to Minneapolis	28.90		
Tomah to Merrill	108.53		
Milwaukee to Portage	95.08		
Horicon to Berlin	42.30		
Rush Lake to Winneconne	14.80		
Ripon to Oshkosh	20.00		
Spring St. Junction to Schwartzburg	5.34		
Line to Cement Mills	1.20		
From McGregor to Minneapolis	215.42	84.88	
Conover to Decorah	8.77	8.77	
Beulah to Stulta	14.40	14.40	
Calmar to Chamberlain	399.20	249.28	
Marion Junction to Running Water	62.31		
Austin to Mason City	39.33	27.96	
Emmetsburg to Estherville	22.40	22.40	
Sioux City to Yankton	61.30	5.78	
Elk Point to Sioux Falls	69.70	33.49	
Rock Valley to Eden	9.39	8.99	
Bridge Junction to St. Paul	128.51		
St. Paul to St. Paul Junction	5.61		
St. Paul to Minneapolis	8.30		
St. Croix Junction to Stillwater	24.90		
Wabasha to Zumbrota	59.00		
Bridge switch to Howard City	357.70		
Sioux Falls Junction to Sioux Falls	32.10		
Wells to Mankato	40.00		
Marion to Council Bluffs	261.90	261.90	
Braceville coal line	1.30		
Total length of road belonging to this company, miles	4,248.92		
Aggregate length of sidings and other tracks not above enumerated	Unknown.	103.47	
Same in Iowa			
Aggregate length of track computed as single track, exclusive of sidings	4,248.92		
Same in Iowa		1,285.54	
Total length of steel rails in tracks in Iowa, exclusive of sidings	488.80		
Total length of iron rails in tracks in Iowa	801.74		
Weights per yard, steel, 56 to 60 pounds			
Weights per yard, iron, 50, 56, and 60 pounds			
Weights per yard, iron (narrow gauge), 35 pounds			
Gauge of track	4 ft., 8 $\frac{1}{2}$ in.		
Gauge of track	3 ft.		

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:	
Oshkosh & Mississippi River Railway, Wisconsin, Ripon to Oshkosh, length, miles.....	20
Minnesota Midland Railway, Minnesota, Wabash to Zumbrota, length, miles.....	59
Total.....	79
NOTE.—The above roads are operated under leases, but the stock and bonds of the companies are owned substantially by the Chicago, Milwaukee & St. Paul Railway Company.	
Total length of above roads in Wisconsin, miles.....	20
Total length of above roads in Minnesota, miles.....	59
If any part of the road was first opened for operation during the past year state the date:	
Line from Emmetsburg to Estherville.	
High Lake station was opened February 8, 1882.	
Estherville station was opened June 8, 1882.	
The rails were laid on the line from Marion to Council Bluffs, June 30, 1882, but the line was in operation only to Coon Rapids (167 miles) at that date.	
Total number of miles operated by this company.....	4,827.92
Total miles road operated by this company in Iowa.....	1,285.54

STATIONS.

Number of stations on all roads owned by this company.....	742
Same in Iowa.....	210
Number of stations on all roads operated by this company.....	761
Same in Iowa.....	210
Number of telegraph offices in stations in Iowa	160

EMPLOYES.

Number of persons regularly employed on all roads operated by this company.....	19,581
Amount paid employees, including officials, on all roads operated by this company (year ending June 30, 1882).....\$ 11,004,246.86	

BRIDGES IN IOWA.

NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length.....	37
Combination bridges over 100 feet in length.....	18
Wooden truss bridges under 100 feet in length.....	51
Combination bridges under 100 feet in length.....	3
Iron bridges under 100 feet in length.....	1
Wooden trestle and pile.....	1,081

ARCH CULVERTS AND VIADUCTS IN IOWA.

With 20 feet opening or more. Cannot state.
Less than 20 feet opening. Cannot state.

BOX CULVERTS IN IOWA.

Timber or stone. Cannot state,

CATTLE-GUARDS.

Number of in Iowa. Cannot state.

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.) Cannot state.

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	KIND.	MATERIAL.	WHEN BUILT.	LENGTH.
Near McGregor.....	Howe Truss.....	Wood.....	1882.....	66 feet.
Near McGregor.....	Howe Truss.....	Wood.....	1882.....	66 feet.
Near McGregor.....	Howe Truss.....	Wood.....	1883.....	66 feet.
Near McGregor.....	Howe Truss.....	Wood.....	1883.....	66 feet.
Near Paraiba.....	Howe Truss.....	Wood.....	1882.....	66 feet.
Near Paraiba.....	Howe Truss.....	Wood.....	1883.....	66 feet.
Near Viola.....	Howe Truss.....	Wood.....	1882.....	66 feet.
Maquoketa.....	Howe Truss.....	Wood.....	1881.....	157 feet.
Green Island.....	Howe Truss.....	Wood.....	1881.....	8
Plum Creek.....	Howe Truss.....	Wood.....	1881.....	60 feet.
High Lake.....	Howe Truss.....	Wood.....	1883.....	106 feet.
Estherville.....	Howe Truss.....	Wood.....	1882.....	106 feet.
Total.....	.....	.....	.....	955 feet.

ROAD-BED AND TRACK.

Number of track sections in Iowa.....	172
Average length of sections, miles.....	6
Average number of men in each section gang.....	5½
Number of new ties laid in track during the year in Iowa.....	384,315
Average number of new ties per mile of road.....	375
New rails laid in track during the year in Iowa—iron (2,618 tons), miles.....	80
New rails laid in track during the year in Iowa—steel (10,171 tons), miles.....	108
Total track laid with new rails during the year in Iowa, miles.	138
What is the average number of years that iron rails last in your track on main line in Iowa.....	4 to 6
What is the average number of years that iron rails last in your track on branches in Iowa.....	7 to 10
What is the average number of years that steel rails last in your track on main line in Iowa.....	8 to 10
What is the average number of years that ties last in your track in Iowa.....	6 to 8

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago & North Western R'y., at Wheatland, De Witt, and Delmar Junc.
 Burlington, Cedar Rapids & Northern Railway, at Donnan.
 Illinois Central Railroad, at Dubuque.
 Illinois Central Railroad, at Charles City.
 Burlington, Cedar Rapids & Northern Railway, at Nora Junction.
 Central Iowa Railway, at Mason City (2).

Minneapolis & St. Louis Railway, at Britt.
 Burlington, Cedar Rapids & Northern Railway, at Emmetsburg.
 Burlington, Cedar Rapids & Northern Railway, at Plymouth.
 Chicago, St. Paul, Minneapolis & Omaha Railway, at Sheldon.

What railroads cross your road, either over or under, and at what locality?
 Chicago & Northwestern Railway, at Center Junction, under.
 Illinois Central Railroad, at Delaware, under.
 Chicago & Northwestern Railway, at Algona, over.

Note.—The line from Marion to Council Bluffs not being in operation June 30, 1892, is not included in these statements.

FENCING IN IOWA.

How many miles of fencing have you on your road?
 How many miles of new fencing have you built during the year 20.3
 Give the number of miles needed on both sides of your track in each county in Iowa.

ROLLING STOCK.

Number of locomotives	583
Number of passenger cars.....	227
Number of baggage, mail, and express cars.....	164
Number of parlor and sleeping cars.....	39
Number of box freight cars.....	11,781
Number of stock cars.....	1,427
Number of platform and coal cars.....	4,392
Number of other cars.....	354
 Total	 18,884
Maximum weight of locomotives and tenders, tons.....	53
Average weight of locomotives and tenders, tons	35
Kind of brake, air-brake.	
Maximum weight of passenger cars, tons.....	28
Average weight of passenger cars, tons	23
Number of cars equipped with train-brake.....	389
Kind of brake, air-brake.	
Number of passenger cars equipped with Miller platform and buffer.....	389
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Cannot state.	

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year.....	8,934,908
Miles run by freight trains during the year.....	7,678,546
Miles run by switching trains during the year.....	3,450,628
Miles run by other trains during the year.....	1,772,722
 Total train mileage	 16,881,790

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains, say.....	5
Average weight of passenger trains, exclusive of passengers, tons	115
Average number of cars in freight trains, say.....	18
Average weight of freight trains, exclusive of freight, tons..	198

PASSENGER TRAFFIC.

Number of through passengers carried.....	175,645
Number of local and special ticket passengers carried.....	3,403,458
<hr/>	
Total number of passengers carried.....	3,579,103
Total passenger mileage, or passengers carried one mile.....	171,003,026
Average distance traveled by each passenger, miles.....	47 $\frac{1}{4}$
Average amount received from each passenger.....\$	1.31.98
Average rate of fare per mile for all passengers, cents.....	2.76

FREIGHT TRAFFIC.

Number of tons of through freight carried.....	369,806
Number of tons of local freight carried.....	4,487,367
<hr/>	
Total tons of freight carried.....	4,857,173
Total mileage of through freight, tons carried one mile.....	55,108,968
Total mileage of local freight, tons carried one mile.....	762,094,599
<hr/>	
Total freight mileage, or tons carried one mile... ..	817,203,567
Average rate per ton per mile received for through freight, cents.....	1.07
Average rate per ton per mile received for local freight, cents.	1.64
Average rate per ton per mile received for all freight, cents..	1.80
Average rate per ton per mile received from freight to and from other roads, cents.....	1.07
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa. We have no rec- ords which would enable us to answer this question.	

CAR MILEAGE.

Number of miles run by loaded freight cars east and south..	45,751,122
Number of miles run by loaded freight cars west and north..	62,825,894
Number of miles run by empty freight cars east and south...	30,209,184
Number of miles run by empty freight cars west and north..	14,641,495
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south.....	.40
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north.....	.19

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles.....	20
Rate of speed of freight trains, including stops, miles.....	12

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	883,019	18.180
Flour.....	323,808	6.666
Provisions (beef, pork, lard, etc.)	60,191	1.237
Animals	268,230	5.522
Other agricultural products.....	181,412	3.732
Lumber and forest products.....	888,275	18.309
Coal	428,372	8.824
Plaster, lime, and cement.....	31,057	.639
Salt	49,740	1.023
Iron, steel, and castings.....	188,416	3.871
Stone and brick.....	277,279	5.710
Manufactures—articles shipped from point of production	75,894	1.545
Merchandise, and other articles not enumerated above.....	<u>1,201,480</u>	<u>24.742</u>
Total tons carried.....	<u>4,857,173</u>	<u>100</u>

TONNAGE OF ARTICLES FORWARDED FROM STATIONS
WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	179,133	26.58
Flour.....	6,601	.97
Provisions (beef, pork, lard, etc.)	17,424	2.57
Animals	95,656	14.12
Other agricultural products.....	37,858	5.60
Lumber and forest products.....	81,842	11.97
Coal	78,307	10.78
Plaster, lime, and cement.....	6,176	.89
Salt.....	160	
Iron, steel, and castings.....	4,251	.59
Stone and brick.....	51,468	7.59
Manufactures—articles shipped from point of production	4,793	.70
Merchandise, and other articles not enumerated above.....	<u>119,129</u>	<u>17.64</u>
Total tons carried.....	<u>677,293</u>	<u>100</u>

TONNAGE CROSSING THE MISSISSIPPI RIVER BRIDGE AT
SABULA, IOWA, FOR THE YEAR ENDING, JUNE 30, 1882.

West bound number of tons.....	257,462
East bound number of tons	159,327
Total tons.....	<u>416,789</u>

TONNAGE CROSSING THE MISSISSIPPI RIVER BRIDGE AT
McGREGOR FOR THE YEAR ENDING JUNE 30, 1882.

West bound number of tons.....	146,856
East bound number of tons	137,529
Total tons.....	<u>283,385</u>

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? The American Express Company, the United States Express Company; doing general express business; freights taken from express companies at depots.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particulars? All fast freight lines doing business between eastern and northwestern points run over Chicago, Milwaukee & St. Paul Road, but no contract or special arrangement exists whereby different rates from those charged the general public, are made on freight secured by such fast freight lines.

What amount have you paid other corporations, car loaning companies (stock companies), or individuals, *not operating railroads*, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each?

Ames Transportation Company, Chicago.....	\$	416.92
Anderson & Co., New York.....		995.18
Arnold & Co., M. H., Elmira, New York.....		94.28
American Refrigerator Company, St. Louis.....		456.13
Chicago & W. Coal Co., Chicago.....		2,197.47
Comstock, C. C., Grand Rapids, Michigan.....		11.21
Empire Line, Philadelphia.....		685.47
Eureka Coal Company, Chicago.....		873.30
Ellsworth & Co., Chicago.....		71.77
Fish Bros. & Co., Racine.....		2.56
Great Western (U. S. Express), New York.....		281.89
Mitchell, Lewis & Co., Racine.....		72.89
Menasha Wooden Ware Company, Menasha.....		423.61
Mazeppa M. Company, W. E. Beecham.....		1,056.88
Northwestern Fuel Company, S. R. Stinson, St. Paul.....		998.77
Rend & Co., Chicago.....		655.69
Rhodes & Ramsey, Chicago.....		26.93
South Shore Line, Indianapolis.....		1,880.71
Tiffany Refrigerator Line, Chicago.....		95.44
Wil. Coal M. and M. Company, Chicago.....		162.82
Watson Coal Company, Chicago.....		7.17
Total.....	\$	11,466.89

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? We run no parlor or dining car in Iowa; the sleepers in use are owned by the company. Additional charge for accommodations in sleepers is \$1.50 per berth.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. Sleepers in use are owned by the Chicago, Milwaukee & St. Paul Railway Company.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service?

	PER MILE PER ANNUM.
McGregor to State Line.....	\$ 93.20
Conover to Decorah	52.16
Calmar to Sheldon.....	56.78
Sheldon to Pattersonville.....	70.97
Pattersonville to Running Water.....	64.13
Mason City to State line.....	65.84
Savanna to Marion.....	52.16
Farley to Cedar Rapids.....	54.72
Davenport to Calmar.....	52.16
Davenport to Maquoketa.....	42.75
Sioux City to Yankton.....	68.40
Sioux City to Sioux Falls.....	65.84
Clinton to State Line.....	70.97
Turkey River to Wadena.....	42.75
Waukon Junction to Waukon.....	42.75
Bellevue to Cascade.....	42.75
Beulah to Elkader.....	42.75

TELEGRAPH.

How many miles of telegraph are owned by your company?

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own?

LANDS—CONGRESSIONAL GRANT.

State the number of acres of land your company has already received from the congressional grants.....	312,930.07
State the number of acres yet to inure to your company from congressional grants (not including about 180,000 involved in suit with Sioux City & St. Paul Railway Co.) about.....	15,000
State the average price at which these lands have been sold or contracted by the company, per acre.....	4.65
State the number of acres sold.....	245,214.57
State the amount received from sales (purchase price).....*	1,139,456.48
State the amount unpaid on outstanding contracts.....	666,022.27
State the gross amount received from sales, contracts, forfeited contracts, etc., up to June 30, 1882 (including outstanding contracts).....	1,218,061.22
State the amount expended in sale and management of lands.....	64,897.88
State the amount of taxes paid on lands.....	23,484.34
State the amount realized from the sale of lands above the expenses incurred in the management and taxes (including amount unpaid on outstanding contracts).....	1,129,699.00

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.			
July 6	Henry Hazelhurst, brakeman	Charles City	Fell on rail and run over; hips crushed. Boiler exploded.
August 20	John Jones, engineer	Anamosa	Walking on track.
September 8	John Fellee, quarryman	Anamosa	Run over by car; both legs run over.
October 8	Jones Gleeson, unknown	McGregor	Run over by engine.
October 6	W. A. McDonald, brakeman	Chickasaw	Run between cars.
October 6	Frank Haues, brakeman	McGregor	Struck and run over by engine; leg badly crushed.
November 8	James Fee, conductor	Shadon	Run over by train.
November 29	Orrin Rogers, unknown	McGregor	Attempted to board train; legs crushed.
December 3	Wm. Stokies, brakeman	Calmar	Cars fell down embankment; fractured skull.
December 23	O. F. Gleeson, conductor	Near Sanborn	Struck by engine.
August 28	Wm. Brennan, laboree	Mason City	Run over by train.
1882.			
January 16	Infant of Mrs. J. O'avenagh	New Albion	Run over by car.
January 21	S. Murray, farmer	Ollinton	Struck and run over.
May 1	John Wining, brakeman	Dubuque	Jumped off train.
May 11	Elias Syvertson, tramp	North McGregor	Lying on track drunk; run over.
May 23	John Carroll, laborer	Sabula	Run over by train.
May 29	Unknown tramp	Yellow River	Falling root.
June 3	Jackson Hunter, unknown	Excelsior Mines	
June 26	David Morris, miner		

INJURED.

1881.	July 5	Albert Blake, brakeman	Walton	Fell from ears, leg broken.
	July 11	G. W. Barnes, brakeman	Monticello	Climbing up a car; left side injured.
	July 13	F. Kelly, brakeman	Lansing	Struck leg against a car; knee cap knocked out of place.
	July 3	John Maloney, section foreman	Girard	Struck by train; shoulder dislocated and two ribs broken.
	July 20	Armstrong Glover, brakeman	McGregor	Coupling ears; finger amputated.
	July 21	Frank Brown, brakeman	McGregor	Coupling ears; finger crushed.
	July 26	E. S. Vincent, conductor	Washington Mills	Express safe fell on him; slightly bruised.

28	— Tregelges, brakeman.....	Dubuque	Coupling car; finger mashed.
	Clear Lake.....	Clear Lake	Coupling car; finger amputated.
	Yellow River.....	Yellow River	Struck by engine; head cut.
July	28 Anthony Nelson, brakeman.....	Oalmar	Run over by train; foot crushed.
July	30 Thos. McKay, laborer.....	Dubuque	Struck by engine; head cut.
July	30 Frank Cullbreath, brakeman.....	Oalmar	Board falling from staging; head cut.
August	1 Mike Morrissey, laborer.....	Dubuque	Collision; leg injured.
August	6 John Shroud, water boy.....	Dubuque	Collision; foot injured.
August	5 John Cameron bridge foreman.....	Dubuque	Collision; scalp, shoulder, and back bruised.
August	6 Jas. McCaughey, engineer.....	Dubuque	Collision; leg bruised and finger hurt.
August	5 M. Junier, laborer.....	Dubuque	Collision; head and shoulder injured.
August	6 Jas. McCracken, laborer.....	Dubuque	Coupling car; hand and fingers jammed.
August	8 L. H. Turk, brakeman.....	Lansing	Knocked off flat-car; foot mashed.
August	9 Adam Boiler, shoveler.....	Rockton	Boiler exploded; scalped.
August	20 Fred. Daley, fireman	Anamosa	Boiler exploded; head and shoulder cut and scalded .
August	20 Mike Kennedy, brakeman	Anamosa	Boiler exploded; slight injuries.
August	20 Chas. Hoffmann, unknown	Anamosa	Boiler exploded; slight injuries.
August	20 Dick Lynn, unknown	Anamosa	Boiler of engine exploded; slight injuries.
August	20 Thos. Latham, unknown	Anamosa	(Caught between cars; fingers bruised.)
August	20 Thos. Kaus, grader.....	Anamosa	Coupling car; hand and finger mashed.
August	20 B. F. Puckett, unknown	Dubuque	Boiler of engine exploded; slight injuries.
August	17 Fred. Stokes, laborer	Dubuque	Falling th.; foot crushed.
July	1 M. Pendergrass, engineer	Bellevue	Boiler exploded; head cut.
July	1 John O. Halloran, brakeman	Bellevue	Engine struck bull; head bruised and internally injured .
September	1 Ed. Court, engineer	Dubuque	Coupling car; hand and finger mashed.
September	10 O. C. Smith, unknown	South Grove	Coupling car; hand and finger mashed.
September	16 Geo. Huston, brakeman	Oalmar	Coupling car; thumb and fingers crushed.
October	21 Chas. Spatcher, brakeman	Edgewood	Run over by hand-car; internally injured.
October	1 Chas. T. Parker, laborer	Turkey River	Struck by engine; injured.
July	30 C. A. Van Niss, brakeman	Merton	Trying to board train; leg cut off.
September	4 Arthur Daniels, laborer	Clear Lake	Struck by boat; knee dislocated.
July	26 Owen Owens, pile driver	Sioux City	Coupling car; hand and finger mashed.
October	3 Park McFetland, brakeman	Marion	Struck by train; arm crushed and amputated.
September	22 John Gray, laborer telegraph line	Brown's Station	Defective ladder on car; strained by falling.
July	12 C. W. Murray, conductor	Viola	Struck by hammer; two fingers off.
September	9 John B. Miller, laborer on pile-driver	Anamosa	Wreck; chest bruised.
November	7 Wm. Wagner, justice of peace	Bellevue	Wreck; leg bruised.
November	7 C. L. Murray, lawyer	De Witt	Wreck; spine hurt and body bruised.
July	1 Peter Larkins, brakeman	Linnea	Fell in cattle-guard; lastep bruised, face and hands scratched .
November	8 Wm. Robertson, brakeman	Charles City	Walking on track, drunk; head cut.
November	15 A. H. Zeller, brakeman	Mason City	Broken ladder on car; foot injured.
November	17 Dennis Daily, farmer	Sanborn	Caught in frog; foot bruised.
November	20 James Moody, brakeman	Calliope	Coupling car; hand jammed.
October	13 Frank Phelps, switchman	Whittemore	Caught by coal bucket; finger jammed.
October	21 H. H. Maynew, brakeman	Sheldon	(Coupling car; finger mashed.)
November	20 Frank Burns, brakeman	Cresco	Wagon struck; head cut.
November	18 John Osborn, brakeman	Algona	Coupling car; hand pinched.
November	20 Martin McDonald, brakeman	Clinton	Engine derailed; hip hurt.
November	26 Hans Jacobson, farmer	Washington Mills	Caught by hand-car; ankle dislocated.
November	2 John Irvin, brakeman		
November	30 Thos. McGrood, engineer		
September	7 Dennis Melton, laborer		

REPORT OF ACCIDENTS—CONTINUED.
INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE, AND RESPONSIBILITY FOR ACCIDENT.
1881.			
November 26	Albert Orbeen, brakeman.....	Rock Valley.....	Coupling cars; hand mashed.
December 6	Jas. Bulger, section man.....	Lawler.....	Run over by hand car; badly bruised.
November 9	Thos. McGiligan, brakeman	Rock Valley.....	Hand caught in iron; hand crushed.
December 8	Nathan Bascon, switchman	Dubuque.....	Coupling ears; hand jammed, etc.
December 8	Geo. Burns, brakeman	Mason City.....	Coupling ears; fingers jammed.
December 10	C. C. Hodgen, farmer.....	Westfield.....	Jumped off train; leg broken.
December 13	Geo. Less, farmer	McGregor.....	Wagon struck; brittles.
December 17	W. E. Cleghorn, brakeman	Ozaukee.....	Slipped and run over; leg bruised.
December 14	Jno. Gallagher, night dispatcher.....	Saukton.....	Run over by engine; head and shoulders injured.
December 19	Frank Smith, brakeman.....	Rock Valley.....	Fell off car; wrist dislocated.
December 20	Byron Willsey, brakeman.....	Volga City.....	Coupling cars; finger mashed.
December 6	Frank Smith, brakeman.....	Saukton	Coupling ears; finger jammed.
December 20	Jno. Cassidy, brakeman	Sanborn	Caught by engine; leg badly bruised.
December 27	Jas. M. Harrold, brakeman	Beulah	Fell off car.
December 17	Jas. Murphy, brakeman	New Hampshire.....	Coupling ears; hand crushed.
December 28	E. D. Kelly, brakeman	Callope.....	Coupling ears; hand jammed.
December 29	Ostrander, brakeman	Sioux City.....	Coupling ears; hand jammed.
August 10	Zack Simpson, brakeman	McGregor	Coupling ears; thumb pinched.
October 4	Zack Simpson, brakeman	McGregor	Coupling ears; hand jammed.
September 3	Mike O'Rourke, brakeman	McGregor	Ladder broke and fell; arm broken and body bruised.
September 21	Gus. Bruse, brakeman	Near Green Island	Coupling ears; thumb broken, etc.
November 24	Tred. E. Halloway, brakeman	Sabula Junction	Falling truss rod; head cut and arm bruised.
December 28	Thos. J. O'Connell	Dubuque	Falling truss rod; head cut and arm bruised.
December 28	Frank Jackson, carpenter	Dubuque	Collision; leg injured.
December 5	Miss Lizzie Clough, unknown	Lansing	Broken ladder; back and side injured.
December 21	R. W. Scott, conductor	Sioux City	Coupling ears; finger mashed.
October 21	Wm. B. Dean, brakeman	Mason City	Coupling ears; finger pinched.
December 23	Geo. Gregg, brakeman	Rhodes	Engine wrecked; hip injured.
November 26	J. M. Slattery, fireman	Neola	Falling plank; leg broken.
December 24	Erleik Amerson, laborer	Bogard	Struck by tender; hip and back bruised.
November 19	Joe Danzond, brakeman	Lansing	Coupling ears; end of finger jammed.
September 28	C. H. Wise, switchman	Dubuque	Run over by hand car; leg broken.
September 27	Frank Dixon, section man	Eibern	Struck with hammer; head cut.
November 19	James Moore, boiler maker	Dubuque	
1882.			
January 3	John Bruebacker, brakeman	Rock Valley	Coupling ears; hand injured.

January	16 M. A. Hallcott, conductor	New Albion	Wrecked; head and face cut.
	2 Duncan Campbell, brakeman	Louis	Coupling ears; hand bruised.
January	4 John W. Cleaver, engineer	Rock Valley	Jumped off engine; ankle sprained.
January	6 John Hickey, fireman	Yellow River	Week; head injured.
January	11 Eugene D. Gibbs, brakeman	Ft. Atkinson	Coupling ears; fingers mashed.
January	11 Dennis Lucy, brakeman in	Delavan Junction	Coupling ears; fingers mashed.
January	12 J. Mansfield, brakeman in	Sheldon	Coupling ears; fingers mashed.
January	10 Frank Walker, brakeman	Speight's Ferry	Coupling ears; thumb mashed.
January	13 John Bush, brakeman	Delavan Junction	Coupling ears; fingers mashed.
January	15 Elmer Walling, brakeman	Chicksaw	Foot broken in frog; legs crushed, arm broken, and finger jammed.
January	16 Thirty-seven passengers, unknown	New Albion	Broken wheel; thirty-seven injured.
January	16 J. H. Jenkins, superintendent	New Albion	Cars fell down embankment; bruised and hand cut.
January	16 Three passengers, unknown	New Albion	Cars fell down embankment; none seriously injured.
January	16 Jas. McMichael, unknown	Carpenter	Struck by a piece of coal; skull injured.
January	20 Chas. Davis, brakeman	Calmar	Struck between ears; hand bruised.
January	9 Frank Van Velzer, brakeman	Rock Valley	Coupling ears; fingers mashed.
January	25 Con. Ahern, wiper	Calmar	Coupling ears; finger badly lacerated.
January	26 Claudius Monty, foreman	North McGregor	Caught by engine; foot hurt.
January	31 Jonathan Haravin, engineer	Jackson Junction	Caught by a bridge beam; wrist mashed.
January	30 Martin Kellar, brakeman	Marion	Broken wheel; one finger taken off, and one jammed.
January	20 Daniel Smith, brakeman	Sioux City	Coupling ears; fingers mashed.
January	26 William Leahy, brakeman	North McGregor	Coupling ears; thumb mashed.
January	22 Henry Campbell, farmer	Luana	Coupling ears; finger cut off.
January	30 Wm. L. Moore, brakeman	Paraiso	Struck by train; leg broken and lateral injuries.
January	25 Edward Cushman, brakeman	Edgewood	Coupling ears; finger torn off.
January	27 W. Scott Templeton, brakeman	Edgewood	Wrist badly sprained.
January	27 C. N. Dow, conductor	Edgewood	Back bruised and ankle sprained.
January	20 William Hall, brakeman	Oamar	Coupling ears; ribs squeezed.
January	16 W. M. Geddes, brakeman	Mason City	Slipped and fell; knee sprained.
January	8 Eugene Gates, brakeman	Hawkeye	Coupling ears; finger broken.
January	27 Barney Lantry, brakeman	Oesian	Coupling ears; hand crushed.
January	9 Gilbert Olean, warehouseman	Oamar	Struck by box-car; ribs broken.
February	10 Clarence Haywood, brakeman	Lyons	Box falling; toes badly bruised.
February	17 A. Dowling, foreman	Lynch's Cut	Hand-car wheel broke; foot and side bruised.
February	17 Aug. Peterson, laborer	Lynch's Cut	Hand-car wheel broke; side and shoulder bruised.
February	17 Nick Anderson, laborer	Lynch's Cut	Hand-car wheel broke; side and shoulder bruised.
February	17 P. Henderson, laborer	Dubuque	Hand-car wheel broke; side bruised.
February	17 Peter Peterson, laborer	Lynch's Cut	Hand-car wheel broke; knee, breast and side bruised.
February	17 Oscar Kendall, laborer	Lynch's Cut	Hand-car wheel broke; leg bruised.
February	17 Nels Hogan, laborer	Lynch's Cut	Hand-car wheel broke; leg bruised.
February	17 Lawrence Nolas, laborer	Lynch's Cut	Hand-car wheel broke; side and shoulder bruised.
February	14 Wm. J. Sullivan, unknown	Dubuque	Jumped off train and was run over; badly crushed and mangled.
February	15 Alfred Goldner, brakeman	North McGregor	Coupling ears; left hand jammed.
February	23 Frank Thomas, brakeman	Cedar Rapids	Caught between bumpers; hand mashed.
February	23 Peter O. Donnell, brakeman	Dubuque	Fell off train; head and face badly bruised.
March	9 E. D. Eckman, engineer	Paraiso	Collation; chest injured.
March	9 B. H. Mercer, engineer	Paraiso	Collision; head cut and ribs broken.
March	9 Chas. Smith, fireman	Paraiso	Collision; leg torn and broken.
March	9 Samuel Atkins, fireman	Paraiso	Collision; body bruised.
March	9 S. G. Lind, conductor	Paraiso	Collision; body bruised.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882.			
March 9	Wm. McMahon, baggageman	Paraiso.....	Collision; head cut and body bruised.
March 9	Terry Sullivan, brakeman	Paraiso.....	Collision; body bruised.
March 9	Levi Wright, fireman	Paraiso.....	Collision; arm, leg and chest injured.
March 2	E. Hamilton, machinist	Mason City.....	Bar slipped; finger pinched off.
March 14	John Peterson, farmer	Conover.....	Jumped off train; stunned.
March 5	Maurice Tobin, Jr., section man	Worthington.....	Falling rail; toes smashed.
March 11	James Ryan, laborer	Lynche's Cut.....	Caught by steam shovel; hand and wrist broken.
March 16	John Murphy, brakeman	Oxford Junction.....	Defective draft iron; finger broken.
March 16	Charles Amos, brakeman	Lawler.....	Caught in frog; foot injured.
March 24	P. H. Culver, teamster	Teds Grove.....	Wagon struck on crossing; slightly injured.
February 18	William Miller, section laborer	Lamont.....	Thrown off and ran over by hand-car; ribs broken and head cut.
March 15	Enoch Hughes, machinist	Dubuque.....	Falling casting; foot injured.
March 28	C. A. Stayland, laborer	Soux Falls.....	Run over by hand-car; leg and back badly bruised.
March 27	William Stafford, section foreman	Gladstone.....	Hand-car derailed; side bruised.
April 3	Frederick Serbraek, section man	Neville.....	Attempted to get on moving train; leg broken.
April 4	Freeman Burgess, farmer	Dalmar Junction.....	Insane; jumped off train; legs crushed.
April 7	Howard Newian, farmer	Marion.....	Run over by car; one leg mangled and one bruised.
April 9	Daniel Lyons, brakeman	Grinnell.....	Caught between beams; finger broken and hand bruised.
April 11	John Riley, section man	New Hampton.....	Coupling cars; thumb broken and hand split.
April 5	Henry Farmer, brakeman	North McGregor.....	Coupling foot between rails; leg cut across knee cap.
April 12	Hugh Flemming, brakeman	Mason City.....	Coupling car; fingers smashed.
April 7	Samuel Glover, brakeman	Hall.....	Hand-car wheel broke; hip bruised and back injured.
April 16	James Parlow, laborer	Kiowa.....	Hand-car wheel broke; bruised about chest, lungs, and back.
April 16	John Howett, laborer	Vining.....	Hand-car wheel broke; scal'd face, and knee wounds.
April 16	Frank Ratliff, laborer	Elbridge.....	Coupling cars; fingers smashed.
April 8	John Peterson, laborer	New Albin.....	Rail fell on his foot; two toes cut off.
March 24	James O'Neill, laborer	Marion.....	Coupling care; two fingers cut off.
April 1	William Frazer, brakeman	Mason City.....	Caught by brake-beam; foot crushed.
May 1	John O. Brink, brakeman	Garner.....	Ladder broke and let him fall; rib broken; injured—spine and internally.
April 26	G. W. Burns, conductor	North McGregor.....	Team frightened and ran away; head out and collarbone broken.
April 26	M. P. Murphy, farmer	Sandborn.....	By violent switching; slight.
April 26	H. C. Hamilton, emigrant	Keystone.....	Caught by hand-car; fingers crushed.
May 4	James Nelson, laborer	Clear Lake.....	Engine and ears derailed; legs scalded and bruised.
May 4	Rush Eddy, brakeman	Clear Lake.....	Engine and ears derailed; body bruised and leg scal'd.
May 4	Joe Usher, engineer	Clear Lake.....	Engine and ears derailed;

		Specht's Ferry	Caving of bank; spine injured.
May	9	Matthew Riley, laborer.....	Detective draft iron; hand smashed.
May	11	John Osborn, brakeman.....	Britt
May	12	Charles Ains, brakeman	Mason City
May	13	William Hawtins, carpenter	Turkey River
May	13	Charles Simerson, brakeman	Lawler
May	25	Henry Bennett, brakeman	Austin
May	27	Randi Bjornain, unknown	Caught in frog; left foot sprained and jammed.
May	29	E. M. Jones, machinist	Found dead on train.
April	28	F. P. Dobson, baggageman	Struck by a piece of steel; left hand hurt.
March	7	E. S. Paxton, pastor	Falling trunk; severe contusion and sprain of ankle.
March	10	Mike Beckick, laborer	Fell walls getting off train; three ribs broken and otherwise injured.
March	19	Richard Dary, brakeman	Run over by three hand-cars; body bruised.
May	5	W. E. Gormaz, conductor	Coupling cars; fingers smashed.
May	11	John E. Hudson, brakeman	Trying to get on caboose and fell; dislocated wrist and arm broken.
May	16	John Birnman, machinist	Trying to get on caboose and fell; side bruised.
May	23	Edward McGee, holler-maker	Fell while repairing shanty; body badly bruised.
May	24	Lincoln Rivers, laborer	Stumbled and fell over track; lacerated over knee joint.
May	30	John Trifulli, brakeman	Cut by axe glancing; right foot badly cut.
February	28	James Gaidor, laborer	By chisel breaking; eye badly hurt.
May	22	Ole Olson, laborer	Coupling cars; fingers crushed.
June	4	H. E. Miner, brakeman	Fell between cars; knee badly cut.
January	7	Orison Crissie, carpenter	Slipped and fell; leg broken.
	-	Theo Underhill, farmer	[team became frightened and ran away; breast hurt and body bruised.]
April	12	Kerry Orue, laborer	Struck by snow-plow; legs injured.
June	13	Henry Webber, engineer	Engine tipped over; leg scalped and body bruised.
June	13	Frank Cocco, fireman	Engine tipped over; nose broken, face cut, and body bruised.
June	26	Sam'l H. Whistler, brakeman	Colliding car; two fingers cut off.
June	11	Charles Hartgrove, laborer	Struck by falling coal; concussion of brain.
April	13	Con Murphy, laborer	Caught by a car wheel; foot crushed.
June	21	Robert Sonnen, carpenter	Struck by a lever; head cut and side bruised.
May	16	John Macaenin, laborer	Taken sick and died.
June	3	John Pendergas, laborer	Fell off hand-car; lung and shoulder hurt.
		Floyd.....	Fell off hand-car; lung and shoulder hurt.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passenger.	Employee.	Others.	Passenger.	Employee.	Others.
Derailements.....	1			41	11	
Collisions.....		1		1	14	
Caught in frogs.....				1	4	
Coupling cars.....					59	
Falling from train.....	8				6	
Getting on and off trains.....	2			4	5	
Highway crossings.....			1			
Miscellaneous.....	9	1	2	87	1	
Stealing rides.....				1		2
Trespassers on track.....				4		1
Total.....	1	14	7	48	186	10

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year.....	22
Number of persons injured during the year.....	244
Number of casualties purely accidental during the entire year? Train accidents purely accidental.	
Number resulting from lack of caution, carelessness, or misconduct?	
The majority of injuries, excepting those caused by derailment, were through carelessness or want of caution.	
Number of persons killed or injured while intoxicated.....	4
Number of trespassers on track killed or injured.....	5
Number of tramps or others stealing rides killed or injured.....	3
Suicides in Iowa.....	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Alexander Mitchell, Milwaukee.*Vice-President*—Julius Wadsworth, New York.*Secretary*—P. M. Myers, Milwaukee.*Treasurer*—R. D. Jennings, Milwaukee.*General Manager*—S. S. Merrill, Milwaukee.*General Superintendent*—J. T. Clark, Milwaukee.*Assistant General Superintendent*—C. H. Prior, Minneapolis.

H. C. Atkins, Milwaukee.

D. A. Olin, Racine.

L. B. Rock, Milwaukee.

C. W. Case, Minneapolis.

G. W. Sanborn, Mason City.

J. H. Jenkins, Dubuque.

H. R. Williams, Minneapolis.

F. D. Underwood, La Crosse.

J. Jackson, Sioux City.

Chief Engineer—D. J. Whittemore, Milwaukee.*Superintendent of Telegraph*—G. E. Simpson, Milwaukee.*Auditor*—James P. Whaling, Milwaukee.*General Passenger Agent*—A. V. H. Carpenter, Milwaukee.*Superintendent of Freight Traffic*—Wm. G. Swan, Milwaukee.*General Freight Agent*—Geo. Olds, Milwaukee.*Attorney*—Jno. W. Cary, Milwaukee.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Alexander Mitchell, Milwaukee.
Julius Wadsworth, New York.
Selah Chamberlain, Cleveland.
Abraham R. Van Nest, New York.
Wm. Rockefeller, New York.
Hugh T. Dickey, Newport, Rhode Island.
Jno. Plankinton, Milwaukee.
Jeremiah Milbank, New York.
James T. Woodward, New York.
Peter Geddes, New York.
James Stillman, New York.
Sherburn S. Merrill, Milwaukee.
Jason C. Easton, Lanesboro, Minnesota.

Date of annual meeting of stockholders, June.

Fiscal year of company ends, December 31st.

General offices of the company are located at Milwaukee, Wisconsin.

STATE OF WISCONSIN, { ss.
COUNTY OF MILWAUKEE. }

S. S. Merrill, General Manager, and P. M. Myers, Secretary of the Chicago, Milwaukee & St. Paul Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of their knowledge and belief.

(Signed)

[R. R. SEAL.]

S. S. MERRILL,
General Manager.
P. M. MYERS,
Secretary.

Subscribed and sworn to before me, this 21st day of September, A. D. 1882.
[L. S.] PHIL. WIBORG,

Notary Public, Milwaukee county, Wisconsin.

Received and filed in the office of the Commissioners of Railroads, this 22d day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

R E P O R T

OF THE

CHICAGO & NORTHWESTERN RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association.....	Not fixed.
Amount of common stock issued.....	\$ 38,000,805.97
Amount of preferred stock issued, and conditions of preference.....	22,210,844.56
Preference, 7 per cent.	
Total amount paid in as per books of the company.....	<u>\$ 60,211,650.53</u>
Amount of stock per mile of road.....	\$ 21,325.48
Amount of stock representing the road in Iowa	9,105,776.70
Amount of stock held in Iowa.....	1,300.00
Total number of stockholders.....	1,495
Number of stockholders in Iowa.....	4

DEBT.

Funded debt as follows:

NAME OF BOND.	Issued.	Due.	INTEREST.		Amount.
			Rate.	Payable.	
Preferred sinking fund.....	July 1, 1859	Aug. 1, 1886.	7	Feb. and Aug..	\$ 971,400
Funded coupon.....	Aug. 1, 1861	Nov. 1, 1888.	7	May and Nov..	376,300
General 1st mortgage.....	July 1, 1859	Aug. 1, 1886.	7	Feb. and Aug..	3,440,800
Appleton extension.....	Nov. 1, 1859	Aug. 1, 1886.	7	Feb. and Aug..	116,000
Green Bay extension.....	April 1, 1862	Aug. 1, 1886.	7	Feb. and Aug..	180,000
Galena & Chicago 1st.....	June 1, 1863	Feb. 1, 1882.	7	Feb. and Aug..	22,000
Mississippi River Bridge.....	Jan. 1, 1864	Jan. 1, 1884.	7	Jan. and July..	153,000
Beloit & Madison.....	Jan. 1, 1863	Jan. 1, 1888.	7	Jan. and July..	188,000
Peninsula R. R.....	July 1, 1863	Sept. 1, 1898.	7	Mar. and Sept..	264,000
Consolidated sinking fund.....	Jan. 10, 1865	Feb. 1, 1915.	7	Feb. and May ..	6,896,000
Madison extension, gold.....	April 1, 1871	April 1, 1911.	7	April and Oct ..	3,150,000
Menominee extension.....	June 1, 1871	June 1, 1911.	7	June and Dec ..	2,700,000
General consolidated, gold.....	Nov. 20, 1872	Dec. 1, 1902.	7	June and Dec ..	12,848,000
Consolidated S. F. of 1879.....	Oct. 1, 1879	Oct. 1, 1929.	6	April and Oct ..	6,305,000
Consolidated S. F. of 1879.....	Oct. 1, 1879	Oct. 1, 1929.	5	April and Oct ..	6,015,000
Chicago & Milwaukee R'y.....	July 1, 1863	July 1, 1898.	7	Jan. and July..	1,700,000
Menominee River R. R.....	July 1, 1876	July 1, 1906.	7	Jan. and July..	400,000
Menominee River R. R., extension.....	Jan. 1, 1880	July 1, 1906.	7	Jan. and July..	160,000
Des Moines & Minneapolis.....	Feb. 1, 1879	July 1, 1899.	7	Jan. and July..	223,000
Des Moines & Minneapolis.....	Feb. 1, 1882	Feb. 1, 1907.	7	Feb. and Aug..	877,000
W. & St. Peter, 1st mortgage.....	April 10, 1867	Jan. 1, 1887.	7	Jan. and July..	9,547,000
W. & St. Peter, 2d mortgage.....	Nov. 1, 1867	Nov. 1, 1907.	7	May and Nov..	1,607,000
W. & St. Peter, extension, gold.....	Dec. 1, 1871	Dec. 1, 1916.	7	June and Dec ..	4,255,000
Minn. Valley R'y.....	Oct. 1, 1878	Oct. 1, 1908.	7	April and Oct ..	150,000
Rochester & North Minn. R'y.....	Sept. 1, 1878	Sept. 1, 1908.	7	Mar. and Sept..	200,000
Plainview R. R.....	Sept. 1, 1878	Sept. 1, 1906.	7	Mar. and Sept..	100,000
Iowa Midland.....	Aug. 1, 1870	Oct. 1, 1900.	8	April and Oct ..	1,380,000
N. W. Union R'y.....	June 1, 1872	June 1, 1917.	7	Mar. and Sept..	3,500,000
Chicago & Tomah.....	Sept. 1, 1880	Nov. 1, 1905.	6	May and Nov..	1,528,000
Milwaukee & Madison.....	Sept. 1, 1880	Sept. 1, 1906.	6	Mar. and Sept..	1,600,000
Chicago, Milwaukee & N. W.....	May 1, 1882	Nov. 1, 1906.	6	May and Nov..	450,000
Esc. & Lake Superior.....	July 1, 1881	July 1, 1901.	6	Jan. and July..	720,000
Dakota Central R'y.....	May 1, 1882	Sept. 1, 1907.	6	Mar. and Sept..	665,000
Total.....					\$ 64,943,000
Total amount of funded debt.....					\$ 64,943,000.00
Total amount of floating debt.....					* 4,820,306.63
Total amount of debt liabilities.....					\$ 69,563,306.63
Amount of debt per mile of road.....					\$ 24,306.94
Total amount of stock and debt.....					129,774,957.16
Amount of stock and debt per mile of road....					45,722.42

COST OF ROAD AND EQUIPMENT.

Total cost road and equipment..... \$ 181,961,264.89

Average cost of road and equipment per mile (2,823.46 miles). \$	46,737.43
Proportion of cost of road and equipment for Iowa.....	19,956,415.24
Average cost of road and equipment per mile in Iowa (426.99 miles).....	46,737.43

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Bridging.....	\$ 182,151.01
Superstructure, including rails.....	3,621,949.42
Land, land damages, and fences.....	131,944.79
Passenger and freight stations, coal sheds and water stations, engine houses, car sheds, and turntables, machine shops, including machinery and tools.....	288,044.18
Engineering, during construction	149,894.11
Grading and other expenditures	2,386,983.62
Total for construction.....	<u><u>\$ 6,755,967.13</u></u>

EQUIPMENT.

Locomotives.....	
New snow plows.....	
Passenger, mail, baggage, and express cars.....	
Parlor, dining, and sleeping cars.....	
Freight and other cars.....	
Wrecking cars, pile drivers, and tools.....	
Total for equipment.....	<u><u>\$ 1,825,000.70</u></u>
Total expenditures charged to property accounts.....	<u><u>\$ 8,580,967.83</u></u>

Amount the capital has been increased by stock or other dividends that is not represented by actual increase of property—dividing surplus or any other increase.....	Nothing.
Net addition to property account for the year.....	<u><u>\$ 8,580,967.83</u></u>

GENERAL EXHIBIT.

Total earnings.....	\$ 23,421,732.00
Total expenses, including taxes.....	12,680,503.54
Net earnings.....	10,741,228.46
Rentals, specifying amount paid to each company:	
C. I. & N. R. R.....	\$ 514,609.73
C. R. & M. R. R.	908,857.33
Maple River R. R.....	59,460.92
D. M. & M. R. R.....	<u><u>51,792.45</u></u>
	1,523,520.43
Interest accruing during the year.....	4,020,858.61
Interest paid during the year.....	4,105,805.23
Sinking funds.....	98,120.00
Dividends declared { 6½ per cent on common.....	\$ 980,817.50
7½ per cent on preferred.....	<u><u>1,605,820.25</u></u>
	2,586,637.75
Balance for the year.....	2,512,091.67
Balance at commencement of the year.....	\$ 8,196,944.13
Less reduction of nominal assets.....	3,060,843.39
	5,136,100.74
Balance at the close of the year, June 30, 1882.....	7,648,192.41
Income from other sources than earnings.....	
Total income from all sources for the year.....	<u><u>\$ 23,421,732.00</u></u>

ANALYSIS OF EARNINGS.

Earnings, passenger:

From all passengers	\$ 5,256,810.20
From express.....	365,002.04
From mails.....	411,806.19

Total earnings, passenger department \$ 6,038,617.48
 Earnings per train mile run, 3,791,427 miles \$ 1.59.18

Earnings, freight:

Total earnings, freight department..... 17,195,225.80
 Earnings per train mile run, 8,147,324 miles..... \$ 2.11.06

Total transportation earnings.....	\$ 23,228,843.23
Transportation earnings per train mile run, all trains earning revenue, 11,938,751 miles.....	\$ 1.94.56
Earnings per mile of road operated, 3,072.77 average miles.....	7,559.58
Proportion of transportation earnings for Iowa (actual).....	5,775,895.98
Income from all other sources, miscellaneous earnings.....	192,888.77
Total income from all sources.....	<u><u>\$ 23,421,732.00</u></u>

Actual income for Iowa..... \$ 5,789,431.57

EXPENSES OF OPERATING THE ROAD FOR THE YEAR

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track.....	\$ 1,569,704.70
Renewal of rails.....	585,361.99
No. tons laid, steel, 19,914.	
No. tons laid, iron, 373.	
Renewal of ties.....	292,810.37
No. laid, 949,942.	
Repairs of bridges, including culverts and cattle-guards.....	444,683.48
Repairs of fences, road-crossings, and signs.....	126,270.51
Repairs of buildings, stations, and water-tanks.....	492,036.54
Total.....	<u><u>\$ 8,510,867.59</u></u>

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives.....	\$ 828,160.59
Repairs of passenger cars.....	292,523.43
Repairs of freight cars.....	707,903.44
Total.....	<u><u>\$ 1,828,587.46</u></u>

REPORT OF RAILROAD COMMISSIONERS.

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives.....	\$ 1,608,603.02
Water supply	78,999.82
Oil and waste.....	192,409.65
Locomotive service.....	1,199,846.88
Passenger train service.....	219,048.80
Passenger train supplies.....	37,621.48
Mileage of passenger cars (debit balance).....	9,348.08
Freight train service.....	548,118.95
Freight train supplies.....	22,021.51
Mileage of freight cars (debit balance).....	43,872.56
Telegraph expenses (maintenance and operating).....	225,618.98
Damage and loss of freight and baggage.....	72,027.38
Damages to property and cattle.....	28,729.48
Personal injuries.....	98,858.68
Agents and station service.....	1,746,494.19
Station supplies.....	68,386.41
 Total.....	 <u>\$ 6,199,990.49</u>

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks.....	\$ 148,056.86
Legal expenses	68,927.97
Insurance.....	765.00
Stationery and printing.....	107,285.74
Outside agencies and advertising.....	175,078.18
Contingencies.....	110,243.92
Taxes in Iowa.....	\$128,914.01
Taxes in other States.....	406,786.32
 Total taxes.....	 <u>535,700.88</u>
 Total.....	 <u>\$ 1,141,058.00</u>

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings.....	\$ 3,510,867.59
Maintenance of motive power and cars.....	1,828,587.46
Conducting transportation	6,199,990.49
General expenses, including taxes.....	1,141,058.00
 Total operating expenses and taxes.....	 <u>12,680,508.54</u>
 Operating expenses and taxes per mile of road.....	\$ 4,126.73
Operating expenses and taxes per train mile run, for trains earning revenue (11,938,751 miles).....	1.06.21
Proportion of operating expenses and taxes for Iowa.....	3,270,684.07
Expenses of running and management of passenger trains. Expenses of running and management of passenger trains, per train mile.....	Cannot be separated.
Expenses of running and management of freight trains.....	
Expenses of running and management of freight trains, per train mile.....	
Expenses of running and management of all trains earn- ing revenue.....	
Percentage of expenses and taxes to income.....	54.1

GENERAL RECAPITULATION.

Total income.....	\$ 23,421,732.00
Total operating expenses and taxes.....	12,680,503.54
Net income above operating expenses and taxes.....	10,741,228.46
Net income above operating expenses, taxes, and interest, sinking funds, and rental, and dividends.....	2,512,091.67
Gross income per train mile run (11,938.751 miles).....	\$ 1.96.18
Net income per train mile run (11,938.751 miles).....	.89.97
Percentage of net income to stock and funded debt.....	8.58
Percentage of net income to cost of road and equipment.....	8.14

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

SURPLUS.

Surplus at the commencement of the year.....	\$ 8,196,944.13
Surplus at the close of the year.....	7,648,192.41
Cash.....	961,800.79
Real estate notes.....	200,000.00
Bills receivable.....	65,237.20
Cost of securities.....	37,219.31
The amount of its own stock or bonds owned by the company.....	506,057.44
Amount absorbed in construction and equipment.....	2,186,307.73
Amount in material and balance from other roads.....	3,691,569.94

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS
JUNE 30, 1882.

DEBIT.

Cost of road and equipment.....	\$131,961,264.89
Bonds owned by company.....	426,800.00
Cost of securities of sundry proprietary companies.....	37,219.31
Real estate contract.....	200,000.00
Stock owned by company.....	79,457.44
Cash.....	961,800.79
Bills receivable.....	65,237.20
Due from agents and companies.....	1,223,120.65
Material and supplies.....	2,468,449.29
Total.....	\$137,428,149.57

CREDIT.

Capital stock.....	\$ 60,211,650.53
Funded debt.....	64,943,000.00
Interest unpaid.....	531,184.65
Dividends unpaid.....	97,590.37
Notes payable.....	308,426.35
Vouchers and accounts.....	2,517,277.15
Other liabilities.....	1,075,828.11
Income account.....	7,648,192.41
Total.....	\$137,428,149.57

DESCRIPTION OF ROAD.

MILES OF ROAD IN OPERATION JUNE 30, 1882.

FROM.	Total miles.	Illinois.	Iowa.	Wisconsin.	Michigan.	Minnesota.	Dakota.
Chicago to Ishpeming	427.93	70.80	.....	224.48	132.65	.....	.....
Branches to mines	39.80	.....	.....	.....	39.80	.....	.....
W. C. Shops to Montrose	5.20	5.20	.....	.....	.....	.....	.....
S. B. Junction to river	4.50	4.50	.....	.....	.....	.....	.....
Geneva to Batavia	3.20	3.20	.....	.....	.....	.....	.....
Kenosha to Rockford	72.10	44.00	.....	27.50	.....	.....	.....
Chicago to Freeport	121.00	121.00	.....	.....	.....	.....	.....
Belvidere to Winona	227.00	20.10	.....	206.90	.....	.....	.....
Chicago to Mississippi River	137.00	137.00	.....	.....	.....	.....	.....
Miss. River to Council Bluffs	354.00	.....	*354.00	.....	.....	.....	.....
Clinton to Lyons	2.60	.....	*2.60	.....	.....	.....	.....
Maple R. J. to Mapleton	60.15	.....	*60.15	.....	.....	.....	.....
Wall Lake to Sac City	12.76	.....	*12.76	.....	.....	.....	.....
Des Moines to Callanan	57.34	.....	*57.34	.....	.....	.....	.....
Chicago to Milwaukee	85.00	44.76	.....	40.24	.....	.....	.....
Milwaukee to Fon du Lac	62.63	.....	.....	62.63	.....	.....	.....
Milwaukee to Montford	140.88	.....	.....	140.88	.....	.....	.....
Galena to Woodman	76.84	10.25	.....	66.59	.....	.....	.....
Lancaster J. to Lancaster	12.04	.....	.....	12.04	.....	.....	.....
Platteville J. to Platteville	4.00	.....	.....	4.00	.....	.....	.....
Sheboygan to Princeton	78.40	.....	.....	78.40	.....	.....	.....
Elgin to Lake Geneva	45.04	36.34	.....	8.70	.....	.....	.....
Geneva to St. Charles	2.40	2.40	.....	.....	.....	.....	.....
Menominee River Junction to Crystal Falls	69.34	.....	.....	17.39	51.95	.....	.....
Janesville to Afton	6.10	.....	.....	6.10	.....	.....	.....
Stanwood to Tipton	8.50	.....	8.50	.....	.....	.....	.....
Clinton to Anamosa	70.97	.....	70.97	.....	.....	.....	.....
Boone to coal banks	3.25	.....	3.25	.....	.....	.....	.....
Carrol to Kirkman	34.81	.....	34.81	.....	.....	.....	.....
Manning to Audubon	17.00	.....	17.00	.....	.....	.....	.....
Winona to Watertown	322.98	.....	.....	.....	288.50	34.48	.....
Mankato J. to Mankato	3.75	.....	.....	.....	.....	3.75	.....
Sleepy Eye to Redwood F.	24.40	.....	.....	.....	.....	24.40	.....
Rochester to Zumbrota	24.48	.....	.....	.....	.....	24.48	.....
Eyota to Plainview	15.01	.....	.....	.....	.....	15.01	.....
Eyota to Chatfield	11.46	.....	.....	.....	.....	11.46	.....
Tracy to Dakota line	46.40	.....	.....	.....	.....	46.40	.....
Dakota line to Pierre	209.11	.....	.....	.....	.....	209.11	.....
Ordway J. to Ordway	87.48	.....	.....	.....	.....	87.48	.....
Watertown to Clark Center	31.00	.....	.....	.....	.....	31.00	.....
Tama to Elmore	164.31	.....	164.31	.....	.....	.....	.....
Jewell J. to D. M. & M. con.	1.75	.....	1.75	.....	.....	.....	.....
Eagle Grove to Sioux R.	68.10	.....	68.10	.....	.....	.....	.....
Jewell J. to Lake City	58.30	.....	58.30	.....	.....	.....	.....
Division	500.15	918.84	895.85	224.40	414.00	382.07	.....
Total	8,310.31						

* Leased.

Total length of road owned by company.....	2,828.46
Total length of road operated by this company.....	3,310.31
Total length of road operated by this company in Iowa.....	913.84
Aggregate length of sidings and other tracks not above enumerated.....	
Same in Iowa.....	106.02
Aggregate length of track, computed as single track, exclusive of sidings.....	
Same in Iowa.....	
Total length of steel rails in tracks in Iowa, exclusive of sidings.....	744.37
Total length of iron rails in tracks in Iowa, exclusive of sidings.....	169.47
Weights per yard, steel, 50 to 60 lbs.	
Weights per yard, iron, 50 to 60 lbs.	
Gauge of track { 74.88 miles of 3 feet.	
Gauge of track { 3,235.43 miles of 4 feet 8½ inches.	

If any part of the road was opened for operation during the past year, state the date:

DATE.	FROM	Miles in Wisconsin.	Miles in Illinois.	Miles in Michigan.	Miles in Iowa.	Miles in Minnesota.	Miles in Dakota.	Total miles.
July 5, '81	Madison to Dodgeville	47.31						47.31
Aug. 30, '81	Dodgeville to Montfort	16.36						16.36
Feb. 1, '82	Milwaukee to Madison	77.21						77.21
Sept. 11, '82	Eagle Grove to Algona				33.71			33.71
Jan. 2, '82	Algona to Elmore				32.36			32.36
Apr 117, '82	Stratford to Dayton				9.13			9.13
Jan. 2, '82	Dayton to Gowrie				11.42			11.42
Jan. 2, '82	Gowrie to Lake City				22.72			22.72
Jan. 2, '82	Eagle Grove to Willow Glen (Bradgate)				29.81			29.81
Apr 117, '82	Bradgate to Sioux Rapids				38.29			38.29
June 20, '82	Jewell Junc. to D. M. & M. R. R. (connection)				1.75			1.75
Oct. 14, '81	Carroll to Manning				17.47			17.47
Dec. 29, '81	Manning to Kirkman				17.34			17.34
May 22, '82	Manning to Audubon				17.00			17.00
	Florence to Crystal Falls	4.49	12.20					16.69
May 22, '82	Falls							
July 31, '81	Ordway Ju. to Redfield					36.26	36.26	
Nov. 6, '81	Redfield to Ordway					51.22	51.22	
June 22, '82	Watertown to Clark Center					31.00	31.00	
	Total	145.37	12.20	231.00		118.48	507.05	

Total miles of road operated by this company.....	3,310.31
Total miles road operated by this company in Iowa	913.84

STATIONS.

Number of stations on all roads owned by this company, at which there are agents.....	418
Same in Iowa, at which there are agents.....	54
Number of stations on all roads operated by this company, at which there are agents.....	496
Same in Iowa, at which there are agents	132
Number of telegraph offices in stations in Iowa.....	125

EMPLOYES.

Number of persons regularly employed on all roads operated by this company.....	15,406
Same in Iowa.....	3,297
Amount paid employees, including officials, on all roads operated by this company.....	8,897,724.02
Same in Iowa.....	1,860,532.08

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length.....	4	476
Combination bridges over 100 feet in length.....	21	3,051
Iron bridges over 100 feet in length	8	1,100
Wooden truss bridges under 100 feet in length.....	27	1,550
Combination bridges under 100 feet in length.....	6	481
Iron bridges under 100 feet in length.....	29	1,658
Wooden, trestle, and pile.....	1,291	104,190

ARCH CULVERTS AND VIADUCTS IN IOWA.

With 20 feet opening or more.....	3
Less than 20 feet opening	12

BOX CULVERTS IN IOWA.

Timber.....	560
Stone.....	90

CATTLE-GUARDS.

Number in Iowa.....	809
---------------------	-----

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.),.....	874,705
Amount of trestle work replaced with earth during the year (lineal feet).....	220
Timber culverts replaced with stone.....	1
Timber culverts replaced with sewer pipe.....	0
Timber culverts replaced with timber.....	34

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	KIND.	MATERIAL.	WHEN BUILT.	LENGTH FEET.
Clinton to Council Bluffs	Pile.....	Wood.....	Sept. 1881.....	48
Des Moines Division.....	Pile.....	Wood.....	Nov. 1881.....	32
Between Halber and Kirkman.....	71 pile and trestle.....	Wood.....	.....	4,672
Between Manning and Audubon.....	44 pile and trestle.....	Wood.....	.....	2,880
Between Manning and Audubon.....	Truss.....	Wood.....	.....	48
Between Thrall and Elmore.....	106 pile and trestle.....	Wood.....	.....	7,850
Between Thrall and Elmore.....	2 truss.....	Wood.....	.....	120
Between Thrall and Elmore.....	2 combination.....	Wood and iron.....	.....	264
Between Stratford and Lake City.....	94 pile and trestle.....	Wood.....	.....	6,684
Between Stratford and Lake City.....	4 truss.....	Iron.....	.....	613
Between Stratford and Lake City.....	9 truss.....	Wood.....	.....	562
Between Eagle Grove and Peterson.....	129 pile and trestle.....	Wood.....	.....	11,688
Between Eagle Grove and Peterson.....	4 combination.....	Wood and iron.....	.....	637
Between Eagle Grove and Peterson.....	5 truss.....	Wood.....	.....	812
Total.....				35,594

ROAD-BED AND TRACK.

Number of track sections in Iowa	143
Average length of sections, miles.....	6.4
Average number of men in each section gang.....	7

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

- Chicago, Milwaukee & St. Paul Railway, at Clinton, Iowa.
- Chicago, Milwaukee & St. Paul Railway, at Lyons, Iowa.
- Chicago, Milwaukee & St. Paul Railway, at Delmar Junction, Iowa.
- Chicago, Milwaukee & St. Paul Railway, at Center Junction, Iowa.
- Chicago, Milwaukee & St. Paul Railway, at De Witt, Iowa.
- Chicago, Milwaukee & St. Paul Railway, at Wheatland, Iowa.
- Chicago, Milwaukee & St. Paul Railway at Tama, Iowa.
- Chicago, Milwaukee & St. Paul Railway, at Sheldahl, Iowa.
- Chicago, Milwaukee & St. Paul Railway, at Council Bluffs, Iowa.
- Burlington, Cedar Rapids & Northern Railway, at Cedar Rapids, Iowa.
- Central Iowa Railway, at Marshalltown, Iowa.
- Wabash, St. Louis & Pacific Railway, at Des Moines, Iowa.
- Minneapolis & St. Louis Railway, at Ogden, Iowa.
- Des Moines & Ft. Dodge Railroad, at Grand Junction, Iowa.
- Des Moines, Adel & Western Railway, at Jefferson, Iowa.
- Chicago, Burlington & Quincy, Railroad, at Council Bluffs, Iowa.
- Chicago, Rock Island & Pacific Railway, at Council Bluffs, Iowa.
- Central Iowa Railway, at Gifford, Iowa.
- Des Moines & Ft. Dodge Railroad, at Gowrie, Iowa.
- Burlington, Cedar Rapids & Northern Railway, near Thrall, Iowa.
- Minneapolis & St. Louis Railway, near Whitman, Iowa.
- Des Moines & Ft. Dodge Railroad, near Rubens, Iowa.

What railroads cross your road, either over or under, and at what locality?

- Chicago, Milwaukee & St. Paul Railway, at Center Junction (under).
- Chicago, Milwaukee & St. Paul Railway, at Manning (over).
- Chicago, Milwaukee & St. Paul Railway, at Algona (under).
- St. Louis, Des Moines & Northern Railway, at Boone (over).
- Minneapolis & St. Louis Railway, near Dayton (over).
- Minneapolis & St. Louis Railway, near Dakota (under).

Number of highway crossings at grade.....	868
Number of highway crossings at which there are flagmen.....	6
Number of highway crossings over railroad.....	6
Number of highway crossings under railroad.....	15
Number of highway bridges 18 feet above track	6
Number of highway bridges less than 18 feet above track.....	None.

FENCING IN IOWA.

How many miles of fencing have you on your road.....	1,194
What is the average cost per rod? No data.	
How many miles of new fencing have you built during the year.....	113
Give the number of miles of fencing needed on both sides of your track in Iowa. No data; fence is built as fast as needed.	

ROLLING STOCK.

Number of locomotives.....	557
Number of passenger cars.....	235
Number of baggage, mail, and express cars.....	117
Number of parlor cars.....	7
Number of dining cars.....	6
Number of box freight cars.....	10,140
Number of stock cars.....	1,486
Number of platform and coal cars.....	2,490
Number of other cars.....	4,210
 Total.....	 18,650
Maximum weight of locomotives and tenders, tons.....	65
Average weight of locomotives and tenders, tons.....	52
Number of locomotives equipped with train brake.....	219
Kind of brake, Westinghouse air brake.	
Maximum weight of passenger cars, tons.....	29
Average weight of passenger cars, tons.....	25
Number of cars equipped with train brake. All.	
Kind of brake, Westinghouse air brake.	
Number of passenger cars equipped with Miller platform and buffer. All.	
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine, 39 tons; 275 tons.	

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year.....	3,791,427
Miles run by freight trains during the year.....	8,147,324
Miles run by switching trains during the year.....	3,899,736
Miles run by other trains during the year	1,542,638
 Total train mileage.....	 17,381,125

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains, about.....	5.23
Average weight of passenger trains, exclusive of passengers, tons, about.....	185
Average number of cars in freight trains, about.....	24.02
Average weight of freight trains, exclusive of freight, tons, about.....	264

PASSENGER TRAFFIC.

Total number of passengers carried	6,861,687
Total passenger mileage, or passengers carried one mile.....	209,195,786
Average distance traveled by each passenger, miles.....	27.85
Average amount received from each passenger, cents.....	69.98
Highest rate of fare per mile for any distance, cents.....	4
Lowest rate of fare per mile for any distance, cents.....	½
Average rate of fare per mile for all passengers, cents.....	2.51

FREIGHT TRAFFIC.

Total tons of freight carried.....	8,161,388
Total freight mileage, or tons carried one mile.....	1,171,038,933
Average rate per ton per mile received for through freight	
Average rate per ton per mile received for local freight.....	
Average rate per ton per mile received for all freight.....	1.47
Average rate per ton per mile received from freight to and from other roads, cents.....	
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa.....	

CAR MILEAGE.

Number of miles run by loaded freight cars east and south...	76,144,293
Number of miles run by loaded freight cars west and north...	70,112,015
Number of miles run by empty freight cars east and south...	20,703,019
Number of miles run by empty freight cars west and north...	27,883,411
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south.....	21.38
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north.....	28.45

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles.....	25
Rate of speed of freight trains, including stops, miles.....	12

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain.....	1,168,322	14.32
Flour.....	187,314	2.30
Provisions (beef, pork, lard, etc.).....	76,206	.93
Animals.....	326,741	4.00
Other agricultural products.....	120,028	1.47
Lumber and forest products.....	1,170,759	14.35
Coal.....	679,152	8.32
Plaster, lime, and cement.....	48,341	.58
Salt.....	47,221	.58
Petroleum and oil.....	28,770	.35
Iron, steel, and castings.....	428,974	5.26
Stone and brick.....	152,128	1.86
Manufactures—articles shipped from point of production.....	299,698	3.67
Merchandise, and other articles not enumerated above.....	3,432,766	42.06
Total tons carried.....	8,161,383	100

**TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE
OF IOWA.**

	TONS FORWARDED.	PER CENT.
Grain.....	359,862	33.39
Flour.....	7,380	.68
Provisions (beef, pork, lard, etc.).....	16,630	1.54
Animals.....	131,765	12.22
Other agricultural products.....	24,721	2.29
Lumber and forest products.....	209,798	19.49
Coal.....	149,366	13.86
Plaster, lime, and cement.....	8,478	.78
Salt.....	1,452	.14
Petroleum.....	2,132	.19
Iron, steel, and castings.....	4,638	.43
Stone and brick.....	26,133	2.42
Manufactures—articles shipped from point of production.....	17,845	1.61
Merchandise, and other articles not enumerated above.....	117,988	10.96
Total tons carried	1,077,688	100

**TONNAGE CROSSING THE MISSISSIPPI RIVER BRIDGE AT
CLINTON, IOWA, FOR THE YEAR ENDING JUNE, 30, 1882.**

West bound number of tons	502,311
East bound number of tons.....	706,964
Total tons.....	1,209,275

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express Company and United States Express Company. For terms and conditions as to rates, see statement attached. The express companies have no care of machinery, or repairs of cars. They do a miscellaneous business, restricted to lighter articles, properly belonging to express business. The express companies deliver their freight into this company's cars.

Express Contracts, June 30, 1882.

ROUTE.	Rate per diem on limited tonnage—whole route.	Limit of pounds to be carried each day whole length of route at regular per diem rates.	Rate per 100 pounds carried whole length of route to be paid on excess of tonnage.	Tonnage per week of six days.	Tonnage per week of seven days.
AMERICAN EXPRESS CO.					
Chicago to Council Bluffs.....	\$ 275.00	10,000	\$ 1.50	60,000	70,000
Chicago to Freeport.....	90.00	12,000	.50	72,000	84,000
Chicago to Ishpeming..... (Fish \$1 per 100 pounds)	275.00	10,000	1.50	60,000	70,000
Chicago to Winona.....	135.00	10,000	1.05	60,000	70,000
Kenosha to Rockford.....	5.07	1,000	.60	6,000	7,000
Elgin to Lake Geneva.....	5.00	2,000	.25	12,000	14,000
Milwaukee to Montfort and..... Galena to Woodman.....}	\$0.00	3,000	1.00	18,000	21,000
Winona to Watertown and Branches.....	75.00	5,000	1.50	30,000	35,000
Clinton to Anamosa.....	6.25	1,000	.30	6,000	7,000
Stanwood to Tipton.....	2.00	500	.....	3,000	3,500
Des Moines to Callanan.....	10.00	2,000	.35	12,000	14,000
Tama to Elmore and branches ..	20.00	2,000	1.00	12,000	14,000
Maple River Junction to Mapleton and branches.....	6.25	1,000	.30	6,000	7,000
*Carroll to Kirkman and branches					
+Sheboygan to Princeton					
UNITED STATES EXPRESS CO.					
Chicago to Milwaukee.....	68.66	17,000	.40	102,000	119,000

* \$50 per month.

† 56 cents per 100 pounds transported whole length of route.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? The cars of all transportation companies are allowed to run over the lines of this company, paying regular rates and receiving mileage. The freight is carried in cars furnished by such transportation companies (excepting consignments less than a car load). Their freight has no preference over other freight of like class.

What amount have you paid other corporations, car loaning companies (stock companies), or individuals, *not operating railroads*, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each?

Anderson Refrigerator Company, Chicago, Ill.....	\$ 241.22
Arnot, Elmira, N. Y.....	18.30
American Refrigerator Company, St. Louis, Mo.....	138.05
Ames Coal Transportation Company, Chicago, Ill.....	61.61
Chicago & Wil. Coal Company, Chicago, Ill.....	417.68
Carp River Iron Company, Marquette, Mich.....	268.86
Continental Oil Company, Cleveland, Ohio.....	261.04
Eureka Coal Company, Chicago, Ill.....	128.00
Ellsworth Coal Company, Chicago, Ill.....	70.21
Fish Bros. & Company, Racine, Wis.....	289.83
Fox River Iron Company, West Depere, Wis.....	227.12
Menasha Wooden Ware Company, Menasha, Wis.....	436.53
Northwestern Fuel Company, St. Paul, Minn.....	358.91
Pullman Palace Car Company, Chicago, Ill.....	14,021.82
Richardson Bros., Sheboygan Falls, Wis.....	22.29
Rend, W. P. & Company, Chicago, Ill.....	259.42
Ramsey & Jones, Appleton, Wis.....	64.05
Tiffany Refrigerator Company, Chicago, Ill.....	28.57
Watson Coal & Mining Company, Chicago, Ill.....	15.71
W. C. M. & M. Company, Chicago, Ill.....	3.43
Total.....	<u>\$ 17,802.65</u>

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Sleeping-cars are run owned by the Pullman Palace Car Co., who make their own regular charges therefor. Dining cars owned by this company are run, on which the charges are 75 cents per meal. Parlor cars owned by this company are run on which the charges are: for 50 miles and under, 25 cents; for 85 miles and over 50 miles, 35 cents; for 110 miles, and over 85 miles, 50 cents.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangements by which these cars run on your road, the terms, and who receives the earnings. Pullman Palace Car Co., \$14,021.82.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service? Compensation for mail service is not permanently fixed. Service is ordered "subject to the rules and regulations of the Department," and amount paid is dependent on the weight of mail carried over such route.

What amount have you paid for receiving and delivering mail to and from stations on your road? Not kept.

TELEGRAPH.

How many miles of telegraph are owned by your company? This company owns no telegraph exclusively, but owns certain wires or rights in all lines.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? All owned or controlled by the Western Union Telegraph Co.; about 8,310 miles.

LANDS—CONGRESSIONAL GRANT.

None in the State of Iowa.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.			
July 6	John O'Neill, foreman.....	Molongoa.....	Bridge fell; in a flood.
July 6	Amos Olmsted, fireman.....	Molongoa.....	Bridge fell; in a flood.
July 6	Patrick Donohue, section foreman.....	Molongoa.....	Bridge fell; in a flood.
August 9	Patriot Callington, citizen.....	Lyons.....	Oblimbing on car.
August 24	Ross King, citizen.....	Clinton.....	Fell from freight car.
September 2	Thos Roworth, brakeman.....	Watkins.....	Fell from car.
September 2	Goo. Weingort, brakeman.....	Glidden.....	Coupling.
September 13	Unknown, stranger.....	Quarry.....	Stealing ride; fall.
September 21	S. A. Hutton, brakeman.....	Maple River Junction.....	Coupling.
October 4	Philip Frisch, laborer.....	State Center.....	Lying on track.
October 16	Mrs. Isabell Brewster, passenger.....	Cedar Rapids.....	Jumped from moving train.
October 24	M. Keene, carpenter.....	Dakota City.....	Collision with dummy.
November 7	A. B. Chilman, carpenter.....	Dakota City.....	Collision with dummy.
November 7	J. M. Birrell, laborer.....	Lyons.....	Jumped from one car to another.
November 12	E. Holden, brakeman.....	Stratford.....	Uncoupling.
November 20	Wm. Sullivan, switchman.....	Olinon.....	Coupling.
November 24	G. Johnson, citizen.....	Orion.....	Passing between cars.
November 28	Mrs. E. Needham, citizen.....	Molongoa.....	Walking on track.
December 3	W. E. Corbitt, brakeman.....	Tama.....	Uncoupling.
December 10	Pat. Garry, farmer.....	Logan.....	Crawling over bridge.
1882.			
January 17	H. D. Dimmore, brakeman.....	Missouri Valley.....	Coupling.
January 31	John C. O'Brien, brakeman.....	Wheatland.....	Lying on track.
February 13	G. G. Edgar, brakeman.....	Wheatland.....	Uncoupling.
February 25	W. C. Bordison, brakeman.....	Ordan.....	Uncoupling.
March 13	James Hanson, laborer.....	Molongoa.....	Coupling.
March 30	F. J. Becker, switchman.....	Sioux Rapids.....	Fell from car.
March 31	Dan I. Dulson, stranger.....	Council Bluffs.....	Coupling.
March 17	Jas. Cowan, stranger.....	New Jefferson.....	Jumping on train.
April 10	Edwin V. Grundy, switchman.....	Olinon.....	Lying on track.
April 15	V. A. Brinnaman, brakeman.....	Tama.....	Uncoupling.
April 15	Geo. Carleton, tramp.....	Cedar Rapids.....	Fell between cars.
April 31	Irving Newton, brakeman.....	Tama.....	Fell under wheels.
April 26	A. Schrader, fireman	Olinon.....	Uncoupling.
			Fell from engine.

INJURED.

May 11	Wm. Helm, brakeman.....	Dakota City.....
May 26	Ferdinand Nasl, boy.....	Clinton.....
June 29	Thos. McCoy, brakeman.....	Sixon Rapids.....
June 30	Unknown, boy.....	Oreocent.....
June 18	Ias. Rue, brakeman.....	Sixon Rapids.....

1881 .		Fall from train.
July 6	Edward G. Wood, engineer.....	Bridge fell; in a flood; leg bruised.
July 27	John O'Brien, conductor.....	Coupling; hand bruised.
July 23	Wm. Miller, boy.....	Jumping on train; foot crushed.
July 28	F. M. Moss, brakeman.....	Coupling; arm crushed.
August 18	S. D. Gregory, passenger.....	Collision; arm broken.
August 31	C. S. Davis, brakeman.....	Coupling; bruised.
August 19	O. F. Culbertson, brakeman.....	Fall from ladder; rupture.
October 9	Elli Turner, brakeman.....	Coupling; fingers crushed.
October 20	Alfred Conat, brakeman.....	Coupling; fingers crushed.
October 18	W. E. Hartlin, brakeman.....	Coupling; fingers crushed.
November 11	F. Lee, brakeman.....	Fall from train; collar-bone broken.
December 2	Jas. Harvey, brakeman.....	Caught by projecting lumber; ribs broken.
December 10	John Haymond, brakeman.....	Coupling; leg off.
December 13	Jas. Payton, brakeman.....	Uncoupling; bruised.
December 13	John Mahoney, switchman.....	Run over; arm lost.
December 23	Frank Butler, brakeman.....	Coupling; fingers crushed.
December 20	B. Caswell, brakeman.....	Coupling; fingers crushed.
January 19	Lewis Hattield, brakeman.....	Fell from ladder; arm broken.
February 2	W. F. Dunn, brakeman.....	Fell from car; leg broken.
February 6	Ale. Vandebie, brakeman.....	Jumped from car; ankle sprained.
February 9	Herman Kettles, boy.....	Playing on track; leg crushed.
February 19	Walter Crane, brakeman.....	Struck coal-shed; bruised.
February 17	Albert Jones, teamster.....	Crossing track; slightly bruised.
March 14	Thos. Larkin, mechanic.....	Leaving car; internal injuries.
April 13	Geo. Snook, brakeman.....	Coupling; fingers crushed.
April 25	Tros. Therning, boy.....	Playing on track; foot crushed.
April 25	John Brink, citizen.....	Crossing track; bruised.
May 27	Ed. Morrison, citizen.....	Attempt to jump on train; leg crushed.
May 22	Ias. Spence, laborer.....	Fell under hand-car; bruised.
May 10	Jas. Kennedy, laborer.....	Crossing track; bruised.
June 2	Mrs. Mary A. Simone, citizen.....	Walking on track; bruised.
June 14	E. Bartlett, brakeman.....	Fell from train; bruised.
June 21	E. A. Lovell, switchman.....	Coupling; fingers crushed.

REPORT OF RAILROAD COMMISSIONERS.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passenger.	Employee.	Others.	Passenger.	Employee.	Others.
Derailments		1				
Collisions			1		1	
Caught in frogs.		1				
Coupling cars.		10				
Falling from trains.		7	2		14	
Getting on and off trains.	1		8		5	1
Highway crossings.					1	
Miscellaneous		3	2		2	
Overhead obstructions.						
Stealing rides..				1		
Trespassers on track.			7			8
Total... .	1	22	15	1	22	10

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	38
Number of persons injured during the year	33
Number of casualties purely accidental during the entire year.....	8
Number resulting from lack of caution, carelessness, or misconduct....	52
Number of persons killed or injured while intoxicated	0
Number of trespassers on track killed or injured.....	10
Number of tramps or others stealing rides killed or injured	1
Suicides in Iowa.....	0

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Albert Keep, Chicago, Illinois.

Vice-President—M. L. Sykes, New York, N. Y.

Secretary—M. L. Sykes, New York, N. Y.

Treasurer—M. L. Sykes, New York, N. Y.

General Manager—Marvin Huggett, Chicago, Ill.

General Superintendent—J. D. Layng, Chicago, Ill.

J. M. Whitman, Clinton, Iowa.

H. G. Burt, Eagle Grove, Iowa.

Curtis A. Swineford, Baraboo, Wis.

Wm. B. Linsley, Escanaba, Mich.

Chas. D. Gorham, Chicago, Ill.

Chas. Murray, Chicago, Ill.

S. Sanborn, Winona, Minn.

T. J. Nicholl, Huron, Dakota.

Chief Engineer—E. H. Johnson, Chicago, Ill.

Superintendent of Telegraph—G. H. Thayer, Chicago, Ill.

Auditor—J. B. Redfield, Chicago, Ill.

General Passenger Agent—W. H. Stennett, Chicago, Ill.

General Freight Agent—C. G. Eddy, Chicago, Ill.

Attorney—B. C. Cook, Chicago, Ill.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

A. G. Dulman, New York, N. Y.
Augustus Schell, New York, N. Y.
Chauncy M. Depew, New York, N. Y.
Samuel F. Barger, New York, N. Y.
Albert Keep, Chicago, Ill.
M. L. Sykes, New York, N. Y.
M. Hughitt, Chicago, Ill.
David Dows, New York, N. Y.
Sidney Dillon, New York, N. Y.
D. O. Mills, New York, N. Y.
John M. Burke, New York, N. Y.
Wm. L. Scott, Erie, Pa.
C. J. Osborn, New York, N. Y.
Jay Gould, New York, N. Y.
R. P. Flower, New York, N. Y.
Adison Stager, Chicago, Ill.
Fred. W. Vanderbilt, New York, N. Y.

Date of annual meeting of stockholders, first Thursday in June.

Fiscal year of company ends May 31st.

General offices of the company are located at Chicago, Illinois.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

Albert Keep, President, and J. B. Redfield, Auditor of the Chicago & Northwestern Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of the company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of their knowledge and belief.

(Signed)

ALBERT KEEP.
J. B. REDFIELD.

[R. R. SEAL.]

Subscribed and sworn to before me, this 31st day of August, A. D. 1882.

A. W. HARD,
Notary Public.

[L. S.]

Received and filed in the office of the Commissioners of Railroads, this 1st day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT
OF THE
CHICAGO, IOWA & NEBRASKA RAILROAD COMPANY,
FOR THE YEAR ENDING JUNE 30, 1882.

The Chicago, Iowa & Nebraska Railroad is under lease to, and is operated by, the Chicago & Northwestern Railway Company.

CAPITAL STOCK.

Amount authorized by articles of association.....	\$ 15,000,000.00
Amount issued, number of shares, 39,162; amount paid in....	3,916,200.00
Amount of common stock issued.....	3,916,200.00
Total amount paid in as per books of the company.....	<u>3,916,200.00</u>
Amount of stock per mile of road.....	\$ 47,851.90
Amount of stock representing the road in Iowa..	3,916,200.00
Amount of stock held in Iowa.....	241,400.00
Total number of stockholders.....	445
Number of stockholders in Iowa.....	8

DEBT.

Funded debt as follows:

Second mortgage bonds extended, rate of interest five per cent.....	\$ 117,000.00
Interest paid on same during the year.....	\$ 9,075
Third mortgage bonds due August 15, 1894, rate of interest seven per cent	211,500.00
Interest paid on same during the year	15,032.50
Total amount of funded debt.....	\$ 328,500.00

Floating debt, see balance sheet.

Total amount of floating debt.....

49,724.26

Contingent liability as guarantor of bonds or debts of other roads.

Should the earnings of the Maple River Railroad be insufficient to meet the coupons upon its bonds, this company is under obligation to contribute to such deficiency, and should the rental of the extensions of the Fremont, Elkhorn & Missouri Valley Railroad Company, west of Wisner, Nebraska, be insufficient to meet the interest on such extensions, this company is also under obligation to contribute to the deficiency in connection with the companies owning the line from Chicago to Council Bluffs, in proportion to the earnings of the contributing lines, derived from such extensions.

Total amount of debt liabilities.....

\$ 378,224.26

Amount of debt per mile of road.....

\$ 4,621.51

Total amount of stock and debt.....

4,294,424.26

Amount of stock and debt per mile of road.....

52,473.41

COST OF ROAD AND EQUIPMENT.

Land, land damages, and fences in settlement of right of way claim	\$ 449.79
Total expended for construction	<u>4,662,572.29</u>

GENERAL EXHIBIT.

Total earnings, less \$4,310.65, accrued interest and rents.....\$	731,899.76
Total expenses, including taxes, abatement of rental under temporary agreement, and contributions to connecting roads.....	266,439.52
Net earnings.....	\$ 465,460.24
Interest accruing during the year.....	\$ 26,930.00
Less coupons July 1, 1881, in last report.....	7,050.00
Interest charged out of income during the year.....	\$ 19,880.00
Coupons due July 1, 1882.....	3,775.00
Interest paid on floating debt, accrued interest on bonds bought	1,546.11
Dividends declared, eight per cent.....	<u>313,296.00</u>
	388,497.11
Balance for the year.....	\$ 126,968.13
Balance at commencement of the year.....	<u>566,261.48</u>
Balance at the close of the year, June 30, 1882.....\$	693,224.61
Income from other sources than earnings, including interest on loans and rental of real estate.....	4,310.65
Total balance from all sources to credit of income account.....\$	<u>697,535.26</u>

GENERAL RECAPITULATION.

Total income	\$ 736,210.41
Total expenses and taxes, including abatement of rental and contributions to connecting roads.....	266,439.52
Net income above expenses and taxes.....	\$ 469,770.89
Net income above expenses, taxes, interest, and rental.....	<u>441,294.78</u>
Percentage of net income to stock and debt.....	10.27

SURPLUS.

Surplus at the commencement of the year, to credit of income account.....	\$ 566,261.48
Surplus at the close of the year.....	697,535.28
The amount invested in railroad stocks.....	61,260.00
Give the name of each road, and the number of shares owned in each of them and the par value of shares:	
Sioux City & Pacific Railway Company, \$100 par value. This company has for many years past employed its surplus mainly in the retirement of its bonds.	
The amount of its own stock or bonds owned by the company	47,000.00

**GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS
JUNE 30, 1882.**

DEBIT.

Construction account	\$ 4,662,572.29
Sioux City & Pacific Railroad stock account.....	61,260.00
Sioux City & Pacific Railroad coupons account.....	36,855.00
Bonds of this company in reserve:	
Second mortgage.....	29,000.00
Third mortgage.....	18,000.00
Bills receivable	17,600.00
Chicago & Northwestern Railway Company	48,386.20
Missouri River bridge.....	250.00
Cash:	
In hands of treasurer.....	108,968.29
In hands of assistant treasurer.....	629.89
Office buildidg.....	8,437.85
Total.....	<u><u>\$ 4,991,959.52</u></u>

CREDIT.

Capital stock.....	\$ 3,916,200.00
Funded debt:	
Second mortgage bonds	117,000.00
Third mortgage bonds.....	211,500.00
Unfunded debt:	
Bills payable.....	47,500.00
Coupons unpaid, including July 1, 1882.....	1,271.50
Dividends unpaid.....	238.64
Vouchers and accounts	714.12
Income account.....	697,535.26
Total.....	<u><u>\$ 4,991,959.52</u></u>

DESCRIPTION OF ROAD.

Length main line of road from Clinton to Cedar Rapids, Iowa, miles.....	81.84
Length main line of road in Iowa.....	81.84
Total length of road belonging to this company.....	81.84
Total length of steel rails in tracks in Iowa, exclusive of sid- ings	81.84
Gauge of track.....	4 ft. 8½ in.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Horace Williams, Clinton, Iowa.
Vice-President—*John Bertram, Salem, Massachusetts.
Secretary—J. Van Deventer, Clinton, Iowa.
Treasurer—David P. Kimball, Boston, Massachusetts.
Assistant Treasurer—J. Van Deventer, Clinton, Iowa.
Register of Stock—David P. Kimball, Boston, Massachusetts.

* Deceased, March 22 1882.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Fred. L. Ames, North Easton, Massachusetts.
Oliver Ames, North Easton, Massachusetts.
John I. Blair, Blairstown, New Jersey.
D. C. Blair, Belvidere, New Jersey.
S. C. Bever, Cedar Rapids, Iowa.
Jas. B. Curwen, Salem, Massachusetts.
B. A. G. Fuller, Boston, Massachusetts.
Wm. T. Glidden, Boston, Massachusetts.
Edward Johnson, Belfast, Maine.
David P. Kimball, Boston, Massachusetts.
S. Lothrop Thorndike, Boston, Massachusetts.
J. Van Deventer, Clinton, Iowa.
Horace Williams, Clinton, Iowa.

Date of annual meeting of stockholders, Tuesday next preceding the third Wednesday in May.

Fiscal year of company ends, March 31.

General offices of the company are located at Clinton, Iowa.

STATE OF IOWA,
COUNTY OF CLINTON. } ss.

J. Van Deventer, Secretary of the Chicago, Iowa & Nebraska Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed)

[S. L. OF R. R.]

J. VAN DEVENTER,

Secretary.

Subscribed and sworn to before me, this 1st day of September, A. D. 1882.
[L. S.]

R. C. A. FLOURNOY,

Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 2d day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

R E P O R T

OF THE

CEDAR RAPIDS & MISSOURI RIVER RAILROAD CO.,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by vote of the company.....	\$ 7,020,000.00
Amount issued, number of shares, 76,200; amount paid in....	7,620,000.00
Amount of common stock issued.....	6,850,400.00
Amount of preferred stock issued, and conditions of preference.....	769,600.00
Interest 7 per cent per annum, payable semi-annually February and August 1st, and secured by second mortgage on main line between Cedar Rapids and Boone, and on branch line between Clinton and Lyons, Iowa.	
Total amount paid in as per books of the company.....	<u><u>\$ 7,020,000.00</u></u>
Amount of stock per mile of road.....	\$ 27,800.20
Amount of stock representing the road in Iowa.	7,620,000.00
Amount of stock held in Iowa.....	105,300.00
Total number of stockholders.....	645
Number of stockholders in Iowa.....	28

DEBT.

Funded debt as follows:

First mortgage bonds due August 1, 1891, rate of interest 7 per cent.....	\$ 700,000.00
First mortgage bonds due August 1, 1894, rate of interest, 7 per cent.....	582,000.00
Interest paid during the year.....	
First mortgage bonds due May 1, 1916, rate of interest 7 per cent	2,332,000.00

Total amount of funded debt.....

\$ 3,614,000.00

Total amount of floating debt.....

100,534.78

Contingent liability as guarantor of bonds or debts of other
roads:

Should the earnings of the Maple River Railroad Company
be insufficient to meet the coupons upon its bonds, this
company is under obligations to contribute to such defi-
ciency. The amount of such contribution, if any, cannot
be determined at this time.

This company in connection with the companies owning the
line from Chicago to Fremont, Nebraska, via C. & N. W.
Railway and S. C. & P. R. R. has agreed to contribute an
amount necessary in addition to the rental of the exten-
sions of the Fremont, Elkhorn & Missouri Valley R. R.
west of Wisner, Nebraska, to meet the interest on the bonds
of such extensions issued for the actual cost thereof, in
proportion to the earnings of the contributing lines derived
from such extensions.

Total amount of debt liabilities..... 3,714,534.78

Amount of debt per mile of road..... \$ 19,556.20

Total amount of stock and debt 11,334,534.78

Amount of stock and debt per mile of road..... 41,365.40

COST OF ROAD AND EQUIPMENT.

Total expended for construction..... \$ 11,459,491.59

Average cost of construction per mile of road (274.01 miles).... \$ 41,821.44

Proportion of cost of construction for Iowa..... 11,459,491.59

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN IN-
CREASED DURING THE YEAR IN IOWA.Superstructure, including rails, gratuity paid C. & N. W. R'y
Co., on steel rails laid..... \$ 27,730.52Total for construction..... 27,730.52

Total expenditures charged to property accounts..... \$ 27,730.52

Property sold (or reduced in valuation on the books) and cred-
ited property accounts during the year (specifying same):

Expenses incurred for right of way; refunded..... 449.79

Net addition to property account for the year..... \$ 27,280.73

GENERAL EXHIBIT.

Total income.....	\$ 907,320.03
Total expenses, including taxes	8,056.38
Net income	899,263.65
Paid on account of business from other roads.....	58,027.62
Interest accruing during the year.....	258,332.22
Interest paid during the year	
Interest on funded debt.....	252,080.00
Interest paid on funded debt.....	
Interest on floating debt.....	352.22
Interest paid on floating debt.....	
Dividends declared (6 per cent) common stock.....	411,024.00
Dividends declared (7 per cent) preferred stock.....	53,872.00
Balance for the year—surplus.....	123,007.81
Balance at commencement of the year—surplus	663,608.08
Balance at the close of the year, June 30, 1882—surplus.....	786,615.89
 Total income from all sources for the year	 <u>\$ 907,320.03</u>

ANALYSIS OF INCOME.

Rental under lease.....	\$ 903,057.83
Interest on loans	3,662.70
 Total income from all sources.....	 <u>\$ 907,320.03</u>
 Proportion of income for Iowa.....	 <u>\$ 907,320.03</u>

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 4—GENERAL EXPENSES.

Salaries of general officers.....	\$ 4,365.04
General expenses and clerk hire.....	3,380.42
Stationery and printing.....	310.93
 Total.....	 <u>\$ 8,056.38</u>

GENERAL RECAPITULATION.

Total income.....	\$ 907,320.03
Total expenses and taxes.....	8,056.38
Net income above expenses and taxes.....	899,263.65
Net income above expenses, taxes, and drawback.....	841,236.03
Net income above expenses, taxes, interest, and drawback.....	587,903.81

Percentage of net income to stock and debt.....	7.42
Percentage of net income to cost of road.....	7.34

SURPLUS.

Surplus at the commencement of the year.....	\$ 603,608.08
Surplus at the close of the year.....	780,615.89
The amount invested in railroad stocks.....	204,285.00
Give the name of each road, and the number of shares owned in each of them and the par value of shares:	
Sioux City & Pacific Railroad Company, 13,010 shares, par value, \$100 per share.	
Amount in hands of treasurer and assistant treasurer.....	185,032.66
The amount invested in railroad bonds, the number of bonds, and the par value of each, the name of each road, and the amount invested in the bonds of each:	
Invested in office building.....	11,493.18
Invested in coupons of Sioux City & Pacific Railroad Co....	30,840.00
Amount absorbed in construction.....	225,491.59
Amount in balances from other roads.....	220,108.24
	<hr/>
Deduct unfunded indebtedness.....	\$ 887,150.67
	<hr/>
	\$ 780,615.89
	<hr/>

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS
JUNE 30, 1882.

DEBIT.

Construction account	\$ 11,459,491.59
Office building.....	11,493.18
Stock of Sioux City & Pacific Railroad Company.....	204,285.00
Coupons of Sioux City & Pacific Railroad Company.....	30,840.00
Cash.....	185,032.66
Due from companies.....	220,108.24
	<hr/>
Total.....	\$ 12,121,150.67
	<hr/>

CREDIT.

Capital stock.....	\$ 7,020,000.00
Funded debt.....	3,614,000.00
Floating debt:	
Interest unpaid.....	93,045.02
Dividends unpaid.....	110.81
Accounts payable.....	7,978.05
Profit and loss balance.....	780,615.89
	<hr/>
Total.....	\$ 12,121,150.67
	<hr/>

DESCRIPTION OF ROAD.

Length main line of road from Cedar Rapids to Missouri River, Iowa, miles.....	271.60
Length main line of road in Iowa	271.60
Branches owned by this company:	
Lyons branch, Clinton to Lyons, Iowa, single track, miles..	2.41
Total length of branches owned by this company, miles.....	2.41
Total length of branches owned by this company in Iowa, miles.....	2.41
Total length of road belonging to this company, miles.....	274.01
Total length of steel rails in tracks in Iowa, exclusive of sidings, miles.....	274.01
Weight per yard, steel 60 pounds.	
Gauge of track.....	4 ft. 8½ in.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Horace Williams, Cedar Rapids, Iowa.
Vice-President—Wm. T. Glidden, Boston, Massachusetts.
Secretary—P. E. Hall, Cedar Rapids, Iowa.
Treasurer—David P. Kimball, Boston, Massachusetts.
Assistant Treasurer—J. Van Deventer, Cedar Rapids, Iowa.
Auditor—Henry V. Ferguson, Cedar Rapids, Iowa.
Register of Stock—David P. Kimball, Boston, Massachusetts.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Oliver Ames, North Easton, Massachusetts.
Fred L. Ames, North Easton, Massachusetts,
John I. Blair, Blairstown, New Jersey.
D. C. Blair, Belvidere, New Jersey.
James Blair, Scranton, Pennsylvania.
Isaac T. Burr, Boston, Massachusetts.
F. Gordon Dexter, Boston, Massachusetts.
B. A. G. Fuller, Boston, Massachusetts.
Wm. T. Glidden, Boston, Massachusetts.
Edward Johnson, Belfast, Maine.
David P. Kimball, Boston, Massachusetts.
S. Lothrop Thorndike, Boston, Massachusetts.
Charles E. Vail, Blairstown, New Jersey.
James Van Deventer, Clinton Iowa.
Horace Williams, Clinton, Iowa.

Date of annual meeting of stockholders, third Wednesday in May.
Fiscal year of company ends, March 31st.
General offices of the company are located at Cedar Rapids, Iowa.

STATE OF IOWA, } ss.
COUNTY OF LINN. } ss.

P. E. Hall, Secretary, and Henry V. Ferguson, Auditor, of the Cedar Rapids & Missouri River Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full, and correct statement of the con-

CEDAR RAPIDS & MISSOURI RIVER RAILROAD CO. 228

dition and affairs of said company on the thirtieth day of June, A. D. 1882,
to the best of their knowledge and belief.

(Signed)
[L. S. OF R. R.]

P. E. HALL,
HENRY V. FERGUSON.

Subscribed and sworn to before me, this 8th day of September, A. D. 1882.

[L. S.]

CHAS. H. CLARK,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this
15th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

R E P O R T

OF THE

DES MOINES & MINNEAPOLIS RAILROAD COMPANY.

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association.....	\$ 8,500,000.00
Amount issued, number of shares 9,063; amount paid in.....	\$ 906,300.00
Amount of common stock issued.....	906,300.00
Total amount paid in as per books of the company.....	<u>906,300.00</u>
Amount of stock per mile of road.....	\$ 15,805.72
Amount of stock representing the road in Iowa. All.	
Amount of stock held in Iowa.....	400.00
Total number of stockholders.....	18
Number of stockholders in Iowa.....	4

DEBT.

Funded debt as follows:

First mortgage bonds due July 1, 1899; rate of interest, seven per cent.....	\$ 223,000.00
Interest paid on same during the year.....	
Mortgage bonds due February 1, 1907; rate of interest, seven per cent.....	877,000.00
Interest paid on same during the year.....	
Total amount of funded debt.....	\$ 600,000.00

NOTE.—This \$600,000 is also reported by Chicago & Northwestern Railway
Company as part of its funded debt.

Total amount of floating debt.....	7,805.00
Total amount of debt liabilities.....	<u>\$ 607,805.00</u>
Amount of debt per mile of road	\$ 10,600.02
Total amount of stock and debt.....	1,514,105.00
Amount of stock and debt per mile of road.....	20,405.74

TOTAL COST OF ROAD AND EQUIPMENT.

Total cost of road and equipment.....	\$ 1,418,850.25
Average cost of road and equipment per mile (57.84 miles).....	\$ 24,744.51
Proportion of cost of road and equipment for Iowa. All.	
Average cost of road and equipment per mile in Iowa (57.84 miles).....	\$ 24,744.51

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

For change of gauge, and for additional facilities, etc.....	\$ 502,621.97
Total expenditures charged to property accounts.....	\$ 502,621.97
Net addition to property account for the year.....	\$ 502,621.97

GENERAL EXHIBIT.

Total earnings, rental	\$ 70,733.85
Total expenses, including taxes (paid by lessee).....	
Net earnings.....	\$ 70,733.85
Interest accruing during the year.....	34,131.88
Interest paid during the year.....	
Interest on funded debt.....	34,131.88
Interest paid on funded debt.....	
Balance for the year.....	\$ 42,601.97
Total income from all sources for the year.....	\$ 70,733.85

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Cost of road and equipment.....	\$ 1,418,850.25
Due from agents and companies.....	146,200.87
Interest on bonds.....	34,131.88
Total	\$ 1,599,282.00

CREDIT.

Common stock.....	\$ 906,300.00
Stock liabilities.....	2,583.27
First mortgage bonds.....	229,000.00
Mortgage bonds.....	877,000.00
Accrued interest on bonds.....	7,805.00
Rental.....	82,043.73
Total	\$ 1,599,282.00

DESCRIPTION OF ROAD:

Length main line of road.....	57.34
Total length of road belonging to this company.....	57.34
Total length of steel rails in tracks in Iowa, exclusive of sidings.....	57.34
Gauge of track	4 feet 8½ in.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Marvin Hughitt, Chicago, Illinois.
Vice-President—Albert Keep, Chicago, Illinois.
Secretary—J. B. Redfield, Chicago, Illinois.
Treasurer—M. M. Kirkman, Chicago, Illinois.
General Superintendent—J. M. Whitman, Clinton, Iowa.
Assistant Treasurer—J. M. Whitman, Clinton, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Marvin Hughitt, Chicago, Illinois.
Albert Keep, Chicago, Illinois.
J. D. Layng, Chicago, Illinois.
M. M. Kirkman, Chicago, Illinois.
B. C. Cook, Chicago, Illinois.
Chas. E. Simmons, Chicago, Illinois.
J. B. Redfield, Chicago, Illinois.

Date of annual meeting of stockholders, third Thursday in May.

Fiscal year of company ends.

General offices of the company are located at Des Moines, Iowa.

NOTE.—The operation of this company's road is included in the report made by the C. & N. W. Ry Co., operating the road under lease.

STATE OF ILLINOIS, { ss.
COUNTY OF COOK, { ss.

Albert Keep, Vice-President, and J. B. Redfield, Secretary of the Des Moines & Minneapolis Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of their knowledge and belief.

(Signed)
[L. S. OF R. R.]

ALBERT KEEP.
J. B. REDFIELD.

Subscribed and sworn to before me, this 31st day of August, A. D. 1882.
[L. S.]

A. W. HARD,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 1st day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT
OF THE
MAPLE RIVER RAILROAD COMPANY.

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association.....\$	1,000,000.00
Amount issued, number of shares, 6,580; amount paid in	658,000.00
Amount of common stock issued.....	638,400.00
Capital stock now outstanding.....	502,200.00
Total amount paid in as per books of the company.....\$	658,000.00
Amount of stock per mile of road.....\$	8,122.34
Amount of stock representing the road in Iowa.	502,200.00
Amount of stock held in Iowa.....	158,600.00
Total number of stockholders.....	186
Number of stockholders in Iowa.....	7

DEBT.

Funded debt as follows:

First mortgage bonds due July 1, 1897; rate of interest, seven per cent.....	\$ 444,500.00
Interest paid on same during the year.....	
First mortgage bonds due October 1, 1890; rate of interest, six per cent.....	77,000.00
Interest paid on same during the year.....	
Total amount of funded debt.....\$	521,500.00
Total amount of floating debt.....	82,820.39
Total amount of debt liabilities.....\$	609,820.39

Amount of debt per mile of road	\$ 8,281.72
Total amount of stock and debt.....	1,196,020.30
Amount of stock and debt per mile of road.....	16,404.06

REPORT OF RAILROAD COMMISSIONERS.

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES.

Total expended for construction of completed road.....	\$ 1,121,537.31
Total advanced account of uncompleted road.....	43,814.86
Total.....	\$ 1,165,352.17

Average cost of construction of completed road, per mile of road (72.91 miles).....	\$ 15,382.48
Proportion of cost of construction for Iowa.....	1,165,352.17

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN
INCREASED DURING THE YEAR.

Amount advanced on account of extension of Sac City branch.....	\$ 43,814.86
Total expenditures charged to property accounts.....	\$ 43,814.86

GENERAL EXHIBIT.

Total income.....	\$ 91,590.76
Total expenses, including taxes.....	831.75
Net income.....	90,759.01
Interest accruing during the year.....	38,908.09
Interest paid during the year.....	35,735.00
Interest on funded debt.....	3,171.00
Interest on floating debt.....	23,688.00
Dividends declared (4 per cent).....	28,164.92
Balance for the year, surplus	84,618.76
Balance at the commencement of the year, surplus.....	112,783.68
Total income from all sources for the year.....	\$ 91,590.76

ANALYSIS OF INCOME.

Rental for use of road	\$ 53,460.93
From other roads for business furnished.....	95,924.84
From interest.....	7,588.40
From donations in aid of construction.....	1,010.60
Total income from all sources	\$ 91,590.76
Proportion of income for Iowa.....	\$ 91,590.76

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 4—GENERAL EXPENSES.

Salaries of general officers.....	\$ 512.50
General expenses.....	237.25
Stationery and printing	\$ 82.00
Total.....	<u>\$ 831.75</u>

GENERAL RECAPITULATION.

Total income.....	\$ 91,500.76
Total expenses and taxes.....	\$ 831.75
Net income above expenses and taxes.....	\$ 90,759.01
Net income above expenses, taxes, and interest.....	51,852.92
Percentage of net income to stock and debt.....	7.59
Percentage of net income to cost of road.....	7.79

SURPLUS.

Surplus at the commencement of the year.....	\$ 84,618.76
Surplus at the close of the year.....	112,783.08
Amount in hands of treasurer and assistant treasurer.....	18,150.71
The amount of its own bonds owned by the company	110,000.00
Amount absorbed in construction.....	51,052.17
Amount in balances from other roads and bills receivable.....	6,295.19
Total.....	\$ 195,104.07
Deduct unfunded indebtedness.....	\$ 82,320.39
Total	<u>\$ 112,783.08</u>

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS
JUNE 30, 1882.

DEBIT.

Construction.....	\$ 1,165,352.17
Bonds of this company.....	110,000.00
Cash.....	18,150.71
Bills receivable.....	300.00
Due from companies.....	5,005.19
Total.....	<u>\$ 1,308,804.07</u>

CREDIT.

Capital stock.....	\$ 592,200.00
Funded debt.....	521,500.00
Floating debt—	
Interest unpaid.....	52.50
Bills payable.....	46,000.00
Vouchers and accounts.....	30,267.89
Profit and loss, balance.....	112,783.08
Total.....	<u>\$ 1,308,804.07</u>

DESCRIPTION OF ROAD.

Length main line of road from Maple River Junction to Mapleton, Iowa.....	60.15
Length main line of road in Iowa.....	60.15
Branches owned by this company:	
Sac City Branch (single track).....	12.76
Wall Lake to Sac City.	
Total length of branches owned by this company in Iowa.....	12.76
Total length of road belonging to this company.....	72.91
Total length of iron rails in tracks in Iowa, exclusive of sidings.....	72.91
Weights per yard, iron, 56 pounds.	
Gauge of track, 4 feet $\frac{3}{4}$ inches.	

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Horace Williams, Cedar Rapids, Iowa.
Vice-President—Fred. L. Ames, Boston, Massachusetts.
Secretary—Henry V. Ferguson, Cedar Rapids, Iowa.
Treasurer—David P. Kimball, Boston, Massachusetts.
Assistant Treasurer—J. Van Deventer, Cedar Rapids, Iowa.
Auditor—Henry V. Ferguson, Cedar Rapids, Iowa.
Register of Stock—David P. Kimball, Boston, Massachusetts.
Attorneys—E. S. Bailey, Clinton, Iowa, N. D. Parkhurst, Cedar Rapids, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Fred. L. Ames, North Easton, Massachusetts.
John I. Blair, Blairstown, New Jersey.
J. Van Deventer, Clinton, Iowa.
William T. Glidden, Boston, Massachusetts.
David P. Kimball, Boston, Massachusetts.
Charles E. Vail, Blairstown, New Jersey.
Horace Williams, Clinton, Iowa.

Date of annual meeting of stockholders, third Wednesday in May.
Fiscal year of company ends March 31st.
General offices of the company located at Cedar Rapids, Iowa.

STATE OF IOWA, } ss.
COUNTY OF LINN. }

Henry V. Ferguson, Secretary of the Maple River Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed)
[R. R. SEAL.]

HENRY V. FERGUSON.

Subscribed and sworn to before me, this 8th day of September, A. D. 1882.
CHAS. H. CLARK,
[L. S.] Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 15th day of September, A. D. 1882.

E. G. MORGAN,
Secretary Board of Railroad Commissioners.

R E P O R T
OF THE
CHICAGO, ROCK ISLAND & PACIFIC
RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association	\$ 50,000,000.00
Amount authorized by vote of the company	41,960,000.00
Amount issued, number of shares, 419,600; amount paid in	\$ 41,960,000.00
Amount of common stock issued	41,960,000.00
Total amount paid in as per books of the company	<u>41,960,000.00</u>
Amount of stock per mile of road	\$ 37,182.10
Amount of stock representing the road in Iowa	28,184,031.80
Amount of stock held in Iowa	153,200.00
Total number of stockholders	2,143
Number of stockholders in Iowa	20

DEBT.

Funded debt as follows:

*First mortgage bonds due 1917, rate of interest 6 per cent.	\$ 12,500,000.00
Interest paid on same during the year	\$ 600,000.00
C. & S. W. bonds due 1899, rate of interest 7 per cent	5,000,000.60
Interest paid on same during the year	\$ 350,000.00

Total amount of funded debt.....\$ 17,500,000.00

Contingent liability as guarantor of bonds or debts of other roads. None.

Note.—This company leases the Keokuk & Des Moines Railroad, paying as rental a percentage of gross earnings, and guarantees that the rental shall amount to a sum equal to 6 per cent on \$2,750,000.00 bonded indebtedness.

Total amount of debt liabilities.....\$ 17,500,000.00

Amount of debt per mile of road	\$ 15,507.31
Total amount of stock and debt	59,460,000.00
Amount of stock and debt per mile of road	52,680.41

*\$2,500,000.00 in company's treasury.

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY.)

Construction of road and branches.....	\$ 50,404,108.83
Total expended for construction	<u>\$ 50,404,108.83</u>

Average cost of construction per mile of road (1,117.19 miles).....	\$ 45,116.86
Proportion of cost of construction for Iowa. No data.	
Total for equipment.....	\$ 7,015,777.08
Average cost of equipment per mile of road operated by company (1,380.42 miles).....	\$ 5,082.35

Total cost of road and equipment.....	<u>\$ 57,419,885.91</u>
---------------------------------------	-------------------------

Average cost of road and equipment per mile owned (1,117.19 miles).....	\$ 51,896.70
Proportion of cost of road and equipment for Iowa (estimated by Commissioners).....	39,080,659.98

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading and masonry.....	\$ 42,584.28
Bridging.....	44,866.02
Superstructure, including rails.....	75,143.23
Land, land damages, and fences.....	24,218.52
Passenger and freight stations, coal sheds, and water stations.	82,343.17
Engine houses, car sheds, turntables, machine shops, including machinery and tools	11,626.16
Engineering, agencies, salaries, and other expenses during construction.....	8,979.87
Reducing grade and ballasting track.....	57,618.82
Construction—branch roads.....	116,924.75
New grain elevator, Chicago	161,075.45
Double track extension	830,183.78
Total for construction	<u>\$ 955,563.50</u>

EQUIPMENT.

Locomotives, number	17	\$	313,493.63
Passenger, mail, baggage, and express cars.....	26		
Parlor, dining, and sleeping cars.....	3		
Freight and other cars:.....	294		
Total for equipment			<u>313,493.63</u>
Total expenditures charged to property account.....		\$	<u>1,269,057.13</u>

Amount the capital has been increased by stock or other dividends that is not represented by actual increase of property—dividing surplus or any other increase. No addition.
Net addition to property account for the year..... \$ 1,269,057.13

GENERAL EXHIBIT.

Total earnings	\$ 12,932,682.45
Total expenses including taxes	7,608,308.70
Net earnings	5,324,378.75
Rentals, specifying amount paid to each company:	
Peoria & Bureau Valley Railroad Company	\$ 125,000.00
Keokuk & Des Moines	166,025.26
Hannibal & St. Joseph	87,568.28
Missouri River bridge tolls	125,817.12
Interest accruing during the year	452,910.66
Interest paid during the year	950,000.00
Interest on funded debt	950,000.00
Interest paid on funded debt	950,000.00
Dividends declared (7 per cent)	2,987,186.00
Balance for the year	984,282.09
Balance at commencement of the year	9,521.67
Balance at the close of the year, June 30, 1882	993,803.76
Income from other sources than earnings, land sales	670,000.00
Total income from all sources for the year	<u><u>\$ 18,302,682.45</u></u>

ANALYSIS OF EARNINGS.

Earnings, passenger:

From local passengers	\$ 1,986,218.36
From through passengers	<u>947,478.64</u>
From all passengers	\$ 2,933,697.00
From express and baggage	165,018.75
From mails	218,823.98
From other sources, passenger department	110,741.99

Total earnings, passenger department.....\$ 3,428,281.72

Earnings per train mile run (2,108,263 miles).....\$ 1.62

Earnings, freight:

From local	\$ 4,979,863.68
From through	<u>4,148,477.96</u>

Total earnings, freight department.....\$ 9,128,341.64

Earnings per train mile run (5,295,925 miles).....\$ 1.72

Total transportation earnings.....\$ 12,556,623.86

Earnings per train mile run, from all trains
earning revenue (7,404,188 miles).....\$ 1.69

Earnings per mile of road operated (1,380.42
miles).....\$ 9,096.23

Proportion of transportation earnings for Iowa.....\$ 7,583,974.02

Rents received for use of road, stations, etc.....147,750.89

Car mileage (credit balances).....101,021.67

Income from all other sources:

Exchange, interest, and discount	\$ 114,214.97
Telegraph earnings	<u>18,071.56</u>

Total income from all sources.....\$ 12,832,682.45

Proportion of income for Iowa.....\$ 7,759,609.47

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track.....	\$ 970,041.71
Renewal of rails.....	325,533.48
No. tons laid, steel, 11,449 tons.	
No. tons laid, iron, none.	
Renewal of ties.....	252,166.75
No. laid, 692,766.	
Repairs of bridges, including culverts and cattle-guards.....	253,230.14
Repairs of fences, road-crossings, and signs.....	51,880.64
Repairs of buildings, stations, and water-tanks.....	254,233.13
Total.....	<u><u>\$ 2,107,085.85</u></u>

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives.....	\$ 897,013.45
Repairs of passenger cars.....	108,268.18
Repairs of freight cars.....	602,929.72
Total.....	<u><u>\$ 1,108,211.35</u></u>

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives.....	\$ 693,418.08
Water supply.....	61,263.78
Oil and waste.....	53,275.81
Locomotive service.....	647,735.58
Passenger train service.....	127,100.33
Passenger train supplies.....	22,417.59
Mileage of passenger cars (debit balance).....	4,106.67
Dining car expenses.....	80,677.34
Freight train service.....	289,230.02
Freight train supplies.....	41,616.67
Mileage of freight cars (debit balance).....	168,182.04
Telegraph expenses (maintenance and operating).....	117,916.20
Damage and loss of freight and baggage.....	9,392.15
Damage to property and cattle.....	41,815.80
Personal injuries.....	62,681.54
Agents and station service.....	848,243.17
Station supplies.....	91,314.49
Total.....	<u><u>\$ 3,410,387.26</u></u>

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks.....	\$ 186,452.65
Legal expenses.....	38,969.62
Stationery and printing.....	58,867.09
Outside agencies and advertising.....	275,225.96
Contingencies.....	91,251.11
Taxes in Iowa.....	\$ 162,629.16
Taxes in other States.....	169,223.75
Total taxes.....	<u><u>\$ 331,852.91</u></u>
Total.....	<u><u>\$ 982,619.24</u></u>

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings.....	\$ 2,107,085.85
Maintenance of motive power and cars.....	1,108,211.35
Conducting transportation.....	3,410,387.26
General expenses, including taxes.....	982,619.24
 Total operating expenses and taxes.....	<u><u>\$ 7,608,303.70</u></u>
Operating expenses and taxes per mile of road.....	\$ 5,511.27
Operating expenses and taxes per train mile run, for trains earning revenue (7,404,158 miles).....	1.02
Proportion of operating expenses and taxes for Iowa.....	4,528,499.63
Expenses of running and management of passenger trains.....	920,804.56
Expenses of running and management of passenger trains, per train mile, cents.....	43.7
Expenses of running and management of freight trains.....	2,489,582.70
Expenses of running and management of freight trains, per train mile, cents.....	47
Expenses of running and management of all trains earning revenue.....	3,410,387.26
Percentage of expenses to income	58.8

GENERAL RECAPITULATION.

Total income.....	\$ 12,932,682.45
Total operating expenses and taxes.....	7,608,303.70
Net income above operating expenses and taxes.....	5,324,378.75
Net income above operating expenses, taxes, interest, and rental	<u><u>\$ 3,921,468.09</u></u>
 Gross income per train mile run (9,900,584 miles).....	\$ 1.31
Net income per train mile run (9,900,584 miles).....	.40
Percentage of net income to stock and debt.....	6.6
Percentage of net income to cost of road and equipment.....	6.9
Are charges for transportation of company's supplies included in the earnings as reported for your road? No.	

SURPLUS.

Surplus at the commencement of the year	\$ 9,521.67
Surplus at the close of the year, including receipts for land.....	1,663,803.76
The amount invested in railroad stocks and bonds.....	2,542,497.97
The amount of its own stock or bonds owned by the company	2,500,000.00
Amount absorbed in construction and equipment.....	1,269,057.13
Apparent surplus.....	<u><u>\$ 394,746.63</u></u>

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS,
MARCH 31, 1882.

DEBIT.

Cost of road and equipment, including all branch roads owned by this company.....	\$ 56,871,850.90
Cost of railroad bridge at Rock Island.....	758,526.10
Capital stock and bonds of connecting roads.....	2,542,497.97
Six per cent Chicago, Rock Island & Pacific Railroad bonds..	2,500,000.00
Loans payable on demand and cash in New York.....	1,156,838.40
Due from Post-office Department.....	49,998.00
Stock of material, fuel, etc., on hand.....	212,498.00
Cash and balances due from other roads in the hands of local treasurer, Chicago.....	<u><u>166,788.08</u></u>
 Total.....	<u><u>\$ 64,258,998.26</u></u>

CREDIT.

Capital stock fixed, \$ 50,000,000.00: amount issued.....	\$ 41,959,800.00
Fractional scrip outstanding, convertible into stock.....	200.00
Six per cent mortgage coupon bonds.....	\$ 7,270,000.00
Six per cent mortgage registered bonds	5,230,000.00
	12,500,000.00
Chicago & Southwestern bonds, guaranteed.....	5,000,000.00
Addition and improvement account	4,500,000.00
Suspense account	8,913.37
Profit balance of income account.....	290,084.89
Total.....	<u><u>\$ 64,258,998.26</u></u>

DESCRIPTION OF ROAD.

Length main line of road from Chicago to Council Bluffs, Iowa, miles.....	500.45
Length main line of road in Iowa, miles.....	318.25
Length main line of road in Illinois, miles.....	182.20
Length of double track on main line.....	125
Same in Iowa.....	4
Branches owned by this company:	
South Englewood to South Chicago.....	7.51
Wilton to Knoxville.....	128.18
Washington to Leavenworth.....	272.38
Atlantic to Audubon.....	24.54
Des Moines to Indianola and Winterset.....	48.24
Avoca to Harlan.....	11.84
Newton to Monroe.....	17
Atlantic to Griswold.....	14.71
Mt. Zion to Keosauqua.....	4.50
Menlo to Guthrie Center	14.58
Avoca to Carson.....	17.61
Atchison Junction to Winthrop.....	29.08
Davenport to Muscatine	26.57
Total length of branches owned by this company, miles.....	616.44
Total length of branches owned by this company in Iowa	437.15
Total length of branches owned by this company in Illinois	7.51
Total length of branches owned by this company in Missouri	170.08
Total length of branches owned by this company in Kansas	2
Total length of road belonging to this company.....	1,117.19
Aggregate length of sidings and other tracks not above enu- merated, miles	251.92
Same in Iowa.....	139.42
Aggregate length of track, computed as single track, exclu- sive of sidings.....	1,242.19
Same in Iowa.....	759.40
Total length of steel rails in tracks in Iowa, exclusive of sid- ings (including leased lines).....	592.00
Total length of iron rails in tracks in Iowa, exclusive of sid- ings (including leased lines,) miles.....	325.60
Weights per yard, steel, 60 pounds.	
Weights per yard, iron, 56 to 80 pounds.	
Gauge of track.....	4 feet 8½ in.

**ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY
THIS COMPANY UNDER LEASE OR CONTRACT.**

Name, description, and length of each:

Bureau, Ill., to Peoria, Ill., miles	46.72
Des Moines, Iowa, to Keokuk, Iowa.....	162.20
Cameron, Mo., to Kansas City, Mo. (lease of right to run trains over H. & St. Jo. Railroad).....	54.81
Total length of above roads	263.23
Total length of above roads in Iowa.....	162.20
Total length of above roads in Illinois.....	46.72
Total length of above roads in Missouri.....	54.81
If any part of the road was first opened for operation during the past year, state the date. Davenport to Muscatine, November 6, 1881.	
Total miles of road operated by this company.....	1,380.42
Total miles road operated by this company in Iowa.....	917.80

STATIONS.

Number of stations on all roads owned by this company.....	186
Same in Iowa.....	113
Number of stations on all roads operated by this company.....	222
Same in Iowa.....	143
Number of telegraph offices in stations in Iowa	83

EMPLOYES.

Number of persons regularly employed on all roads operated by this company.....	8,627
Same in Iowa.....	5,176
Amount paid employees, including officials, on all roads opera- ted by this company (per month), average.....\$	340,717.36
Same in Iowa (per month), average.....	204,430.42

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length	34	5,011
Combination bridges over 100 feet in length.....	19	2,765
Iron bridges over 100 feet in length	47	5,524
Wooden truss bridges under 100 feet in length	113	7,045
Combination bridges under 100 feet in length	8	205
Iron bridges under 100 feet in length	14	1,257
Wooden trestle and pile.....	1,650	107,325
Iron trestle	5	984

ARCH CULVERTS AND VIADUCTS IN IOWA.

With 20 feet opening or more	28	532
Less than 20 feet opening	144	1,217

BOX CULVERTS IN IOWA.

Timber	285	940
Stone	107	428

CATTLE-GUARDS.

Number of in Iowa.....	1,683	11,781
------------------------	-------	--------

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.)	1,872,821
Amount of trestle work replaced with earth during the year (lineal feet).....	516
Timber culverts replaced with stone	2
Timber culverts replaced with sewer pipe.....	16
Timber culverts replaced with timber.....	15
	60

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	KIND.	MATERIAL.	WHEN BUILT.	LENGTH, FEET AND INCHES.
Fillmore Street, Davenport.....	Double track girder.	Iron	Aug., 1881	37, 10
Telegraph R'd, Davenport.....	Double track girder.	Iron	Aug., 1881	47
Maiden Lane, Iowa City.....	Double track girder.	Iron	Aug., 1881	48
Capital Street, Iowa City.....	Single track girder.	Iron	Oct., 1881	74
Iowa River, Iowa City.....	Single iron span	Two spans iron		809
Iowa River, Iowa City.....	Single iron span	One span iron		182
Iowa River, Iowa City.....	Iron trestle	Panels, 30 ft., 8 in..		276
Iowa River, Iowa City.....	Iron trestle.....	Panels, 27 ft., 9 in..		188, 9
897 Middle River, Casey.....	Iron span, single track		Feb., 1882	110
400 Middle River, Casey.....	Iron span, single track		Feb., 1882	110
442 Nishnabotna River, Atlantic	Single track	Iron span	Feb., 1882	110
Total (all on masonry).				1,412, 9

Give the average number of years the trestle and pile bridges last on your road in Iowa	9 1/4
Give the average number of years that wooden truss bridges last on your road in Iowa	9 1/4

ROAD-BED AND TRACK.

Number of track sections in Iowa.....	161
Average length of sections, miles	5.73
Average number of men in each section gang.....	6
Number of new ties laid in track during the year in Iowa....	345,526
Average number of new ties per mile of road.....	308.9
New rails laid in track during the year in Iowa—steel 8,168 tons, miles	84 1/2
Total track laid with new rails during the year in Iowa, miles.	84 1/2
What is the average number of years that iron rails last in your track on main line in Iowa.....	7
What is the average number of years that iron rails last in your track on branches in Iowa.....	8
What is the average number of years that steel rails last in your track on main line in Iowa.....	12 1/2
What is the average number of years that ties last in your track in Iowa	7

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Burlington, Cedar Rapids & Northern R. R., at West Liberty.
 Burlington, Cedar Rapids & Northern R. R., at Columbus Junction.
 Wabash, St. Louis & Pacific R. R., at Des Moines (two times).
 Wabash, St. Louis & Pacific R. R., at Harvey.
 Wabash, St. Louis & Pacific R. R., at Belknap.
 Wabash, St. Louis & Pacific R. R., at Centerville.
 Wabash, St. Louis & Pacific R. R., at Council Bluffs.
 Des Moines, Osceola & Southern R. R., at Lothrop.
 Chicago, Milwaukee & St. Paul R. R., at Neola.
 Chicago, Milwaukee & St. Paul R. R., at Council Bluffs.
 Chicago & Northwestern R. R., at Council Bluffs.
 St. Louis, Keokuk & Northwestern R. R., at Keokuk.
 Central Iowa R. R., at Grinnell and Givin.
 Des Moines & Fort Dodge R. R., at Des Moines.
 Des Moines & Fort Dodge R. R., at Valley Junction.
 Chicago, Burlington & Quincy R. R., at Des Moines.
 Chicago, Burlington & Quincy R. R., at Indianola.
 Chicago, Burlington & Quincy R. R., at Fairfield.
 Chicago, Burlington & Quincy R. R., at Council Bluffs.
 Chicago, Burlington & Quincy R. R., at Ottumwa.
 Keokuk & Des Moines (Branch) R. R., at Eldon.
 Keokuk & Des Moines (Branch) R. R., at Knoxville Junction.
 Chicago, Burlington & Kansas City R. R., at Farmington.

What railroads cross your road, either over or under, and at what locality?

Central Iowa R. R., at Oskaloosa.
 Chicago, Milwaukee & St. Paul R. R., at Davenport.
 Burlington & Northwestern R. R., at Brighton.
 Burlington, Cedar Rapids & Northern R. R., at Iowa City.

Number of highway crossings at grade.....	922
Number of highway crossings at which there are flagmen.....	19
Number of highway crossings over railroad.....	24
Number of highway crossings under railroad.....	29
Number of highway bridges 18 feet above track.....	24
Number of highway bridges less than 18 feet above track.....	1

FENCING IN IOWA.

How many miles of fencing have you on your road, miles....	1,389.75
What is the average cost per rod. No data.	
How many miles of new fencing have been built during the year (renewed).....	81½
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Mahaska county, miles.....	14.30
In Marion county.....	27.25
In Lee county .....	.80
In Van Buren county.....	8.60
In Wapello county.....	5.50
In Jasper county.....	20.05
In Polk county.....	17.10
Total miles.....	98.60

ROLLING STOCK.

	LEASED.	OWNED.	TOTAL.
Number of locomotives.....	18	289	307
Number of passenger cars.....	11	111	122
Number of baggage, mail, and express cars.....	6	41	47
Number of parlor and sleeping cars (8 Horton chair cars, 17 sleeping cars, in 15 of which we own half interest).....	2	18	20
Number of dining cars.....		6	6
Officers' car, 1; pay car, 1.....		2	2
Number of box freight cars.....	218	4,236	4,454
Number of stock cars.....	98	985	1,083
Number of platform and coal cars.....	131	1,694	1,825
Number of other cars, including caboose.....	84	739	823
 Total.....			8,382
 Maximum weight of locomotives and tenders, tons.....			67
Average weight of locomotives and tenders			47
Number of locomotives equipped with train brake.....			61
Kind of brake, automatic air brake.			
Maximum weight of passenger cars, tons.....			23
Maximum weight of sleeping cars.....			32
Average weight of passenger cars.....			19
Number of cars equipped with train brake.....			185
Kind of brake, automatic air brake.			
Number of passenger cars equipped with Miller platform and buffer.....			185
The amount of tonnage that can be carried over your road ex- clusive of cars, by an engine of given weight. Weight of engine 36 tons			240

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year.....	2,108,263
Miles run by freight trains during the year.....	5,295,925
Miles run by switching trains during the year.....	1,709,276
Miles run by other trains during the year.....	787,120
 Total train mileage	9,900,584

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains.....	6
Average weight of passenger trains, exclusive of passengers, tons	180
Average number of cars in freight trains.....	21
Average weight of freight trains, exclusive of freight, tons...	220

PASSENGER TRAFFIC.

Number of through passengers carried.....	147,149
Number of local passengers carried.....	1,872,233
Number of special ticket passengers carried.....	<u>709,488</u>
Total number of passengers carried.....	2,728,870
Total passenger mileage, or passengers carried one mile.....	124,651,878
Average distance traveled by each passenger, miles	45.68
Average amount received from each passenger	\$ 1.12.2
Highest rate of fare per mile for any distance, cents.	4
Lowest rate of fare per mile for any distance, cents.....	2
Average rate of fare per mile for all passengers, cents	2.46

FREIGHT TRAFFIC.

Number of tons of through freight carried.....	1,332,689
Number of tons of local freight carried.....	<u>1,997,091</u>
Total tons of freight carried.	3,329,780
Total mileage of through freight, tons carried one mile.....	364,461,888
Total mileage of local freight, tons carried one mile.....	<u>367,898,218</u>
Total freight mileage, or tons carried one mile.....	732,360,056
Average rate per ton per mile received for through freight, cts.	1.13
Average rate per ton per mile received for local freight, cts...	1.35
Average rate per ton per mile received for all freight, cts....	1.24
Average rate per ton per mile received from freight to and from other roads, cents.....	1.02
Percentage of freight originating at, and carried to stations in Iowa, to total freight carried in Iowa. (This should not include fuel or any material for the use of the road).....	14.92

CAR MILEAGE.

Number of miles run by loaded freight cars east.....	36,778,951
Number of miles run by loaded freight cars west	40,028,064
Number of miles run by empty freight cars east.....	11,925,477
Number of miles run by empty freight cars west.....	9,248,409
Percentage of empty freight cars hauled east to all freight cars hauled east.....	24.48
Percentage of empty freight cars hauled west to all freight cars hauled west	18.77

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour.....	22 to 25
Rate of speed of freight trains, including stops, miles per hour.	10 to 15

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	755,399	22.98
Flour	54,700	1.64
Provisions (beef, pork, lard, etc.)	29,309	.88
Animals	296,987	8.93
Other agricultural products	42,039	1.26
Lumber and forest products	428,787	12.87
Coal	390,203	11.42
Plaster, lime, and cement	51,063	1.53
Salt	32,965	.99
Petroleum and oil	24,725	.75
Iron, steel, and castings	33,342	1.00
Stone and brick	125,227	3.76
Manufactures—articles shipped from point of production	37,360	1.12
Merchandise, and other articles not enumerated above	<u>1,027,674</u>	<u>30.87</u>
Total tons carried	3,829,780	100

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	590,991	23.27
Flour	43,708	1.74
Provisions (beef, pork, lard, etc.)	21,348	.84
Animals	227,452	8.95
Other agricultural products	38,054	1.30
Lumber and forest products	327,950	12.92
Coal	295,530	11.63
Plaster, lime, and cement	37,935	1.49
Salt	24,335	.95
Petroleum	18,753	.73
Iron, steel, and castings	25,423	1.00
Stone and brick	95,585	3.78
Manufactures—articles shipped from point of production	13,487	.55
Merchandise, and other articles not enumerated above	<u>783,406</u>	<u>30.85</u>
Total tons carried	2,538,957	100

TONNAGE CROSSING THE MISSISSIPPI RIVER BRIDGE AT DAVENPORT, IOWA, FOR THE YEAR ENDING JUNE, 30, 1882.

West bound, number of tons	960,437
East bound, number of tons	937,388
Total tons	1,897,820

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? United States Express Company do the usual express business, loading and unloading their own freight in the cars furnished by the railway company, and paying a rate equal to double first-class freight rates.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? Cars of all "Color Lines" (so called) are run on this road, but have no preference in speed or rates over freight in this company's cars. No contracts.

SLEEPING CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Sleeping cars are run by Pullman Palace Car Company; rates, \$2 per double berth. Dining cars are run by railway company; rates, seventy-five cents per meal.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. The Pullman Palace Car Company have purchased half interest in the sleeping cars formerly owned by this company, and the net earnings, after paying current expenses are divided equally between the Pullman and railway companies.

U. S. MAIL IN IOWA.

What is the compensation paid you by the U. S. government for the transportation of its mails, and on what terms of service? Total compensation last year for entire road, \$203,844.23. No contract.

What amount have you paid for receiving and delivering mail to and from stations on your road? \$2,522.36 per annum.

TELEGRAPH.

How many miles of telegraph are owned by your company? None.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union Telegraph Company 1,381 miles.

LANDS—CONGRESSIONAL GRANT.

State the number of acres of land your company has already received from the congressional grants.....	550,193.51
State the number of acres yet to inure to your company from congressional grants. Uncertain, but small.	
State the average price at which these lands have been sold or contracted by the company. About \$8.25 per acre.	
State the number of acres sold.....	502,406.86
State the amount received from sales.....	\$ 2,733,080.59
State the amount unpaid on outstanding contracts	1,590,955.00
State the gross amount received from sales, contracts, forfeited contracts, etc., up to June 30, 1882.....	3,404,022.88
State the amount expended in sale and management of lands	230,161.49
State the amount of taxes paid on lands.....	576,552.78
State the amount realized from the sale of lands above the expenses incurred in the management and taxes	2,597,308.61

REPORT OF RAILROAD COMMISSIONERS.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1882.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.			
July 8	D. Kelley, citizen	Nobleton	Drunk on track.
16 Jas. Boys, citizen	Ottumwa	Walking on track; deaf and dumb.	
19 W. Condon, brakeman	Clio	Stepped between two moving cars.	
22 F. Fulton, passenger	Brooklyn	Pushed from flat car by a fellow passenger.	
September 7 Jas. Kane	Des Moines	Walking on track; signalled to get off.	
14 D. Linn, passenger	Muscatine	(Getting off) moving train.	
September 19 H. Watts, watchman	Pocouville	Crossing bridge ahead of train.	
September 26 J. Gallatid, car repairer	Iowa City	Repairing car on track, and failed to place a proper signal.	
September 29 Jas. Mahan, citizen	Iowa City	Boarding a moving train.	
October 11 C. Birchard, brakeman	Atlantic	Coupling; foot caught in frog.	
November 11 M. Duffy, section man	Anita	Collision of hand-car and train.	
November 28 Wm. Gross, citizen	Pella	Drunk; walking on track.	
December 7 N. Lune, section man	Brighton	Fell from hand-car.	
December 10 Chas Taylor, brakeman	Claey	Boy; playing on moving car.	
December 20 John H. Guy, brakeman	Mt. Zion	Slipped from top of freight car while in motion.	
December 27 Wm. Rumsey, brakeman	Grinnell	Fell from platform of coach.	
1882.			
January 12 Wm. Murphy, citizen	Atalissa	Stealing a ride on moving train.	
January 23 A. King, citizen	Victor	Stealing a ride on moving train.	
March 1 Wm. Manning, citizen	Tiffin	Drunk; walking on track.	
March 17 J. W. Shultz, citizen	Des Moines	Quarrying rock; did not get out of way when warned.	
March 21 Wm. Edwards, laborer	Delta	Coupling car; accidental.	
March 23 W. J. Phillips, brakeman	Council Bluffs	Asleep on the track.	
March 25 C. Yerson, citizen	Moscow	Supposed to have fallen from a train.	
April 1 D. Sullivan, citizen	Oxford	Crossing track ahead of train.	
April 6 J. Berry, laborer	Brighton	Suicide.	
April 19 C. C. Cook, laborer	Des Moines	Boarding a moving train.	
May 1 Jas. Orr, citizen	Davenport	Run over by train; facing it.	
May 9 — O'Reilly, tramp	Fairfield	Walking on track.	
May 11 — Downs, lunatic	Ottumwa	Fell from platform of baggage car.	
May 15 M. Carney, citizen	Van Meter	Fell from bridge.	
May 20 J. G. McGuinnsky, brakeman	Iowa City		
May 28 Jas. Kuntz, brakeman			

		INJURED.	
May	31 M. Hoffman, laborer	Connell Bluffs	[Jumped from moving hand-car.
June	17 M. W. Dugan, conductor	Grimmell	[Train wrecked by cyclone.
June	18 W. H. Foy, brakeman	Grimmell	[Train wrecked by cyclone.
1881.		Moscow	Boarding moving train; loss of right leg; carelessness.
July	17 G. Jones, citizen	Eldon	Boarding moving engine; loss of left foot; carelessness.
July	21 O. Detarrell, citizen	Eldon	Boarding moving train; left leg broken; accidental.
August	26 D. Patterson, laborer	Eldon	Fall from moving construction train; lost left arm; carelessness.
October	10 F. Seller, citizen	Weston	Boarding moving train; lost left arm; carelessness.
November	1 H. Latraut, citizen	West Liberty	Crossing track ahead of engine; right leg broken; carelessness.
1882.			
March	16 P. Preston, brakeman	Avoca	Coupling car; loss of right hand; accidental.
April	22 A. Oaks, engineer	Adair	Boarding moving engine; loss of right leg; carelessness.
June	9 B. J. Foley, car repairer	Des Moines	At work under a car which was suddenly moved; loss of left leg; accidental.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passenger.	Employee.	Others.	Passenger.	Employee.	Others.
Derailments.....		2				
Collisions		1				
Caught in frogs.....		1				
Coupling cars		1				1
Falling from trains.....	1	6			1	
Getting on and off trains.....	1	1	2		1	8
Highway crossings.....		1				
Miscellaneous		5			1	
Overhead obstructions						
Stealing rides				4		
Trespassers on track				10		
Total.....	4	18	16		4	4

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year.....	36
Number of persons injured during the year.....	8
Number of casualties purely accidental during the entire year	18
Number resulting from lack of caution, carelessness, or misconduct.....	23
Number of persons killed while intoxicated.....	4
Number of trespassers on track killed or injured.....	10
Number of tramps or others stealing rides killed or injured..	6
Suicides in Iowa.....	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Hugh Riddle, Chicago.

Vice-Presidents—{ David Dows, New York.
Ransom R. Cable, Chicago.

Secretary and Treasurer—F. H. Tows, New York.

Local Treasurer—W. G. Purdy, Chicago.

General Manager—R. R. Cable, Chicago.

General Superintendent—A. Kimball, Davenport, Iowa.

Division Superintendents—{ R. H. Chamberlain, Chicago.
H. F. Royce, Des Moines, Iowa.
G. F. Walker, Trenton, Missouri.
John Givin, Keokuk, Iowa.

Freight Traffic Manager—J. T. Sanford, Chicago.

Superintendent of Telegraph—A. R. Swift, Chicago.

Auditor—C. F. Jilson, Chicago.

General Ticket and Passenger Agent—E. St. John, Chicago.

General Freight Agent—W. M. Sage, Chicago.

Attorney—T. F. Withrow, Chicago.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

David Dows, New York.
Francis H. Tows, New York.
A. G. Dulman, New York.
Jas. R. Cowing, New York.
Sidney Dillon, New York.
Jay Gould, New York.
R. P. Flower, New York.
Benj. Brewster, New York.
H. R. Bishop, New York.
Hugh Riddle, Chicago.
H. H. Porter, Chicago.
R. R. Cable, Rock Island, Illinois.
Geo. G. Wright, Des Moines, Iowa.

Date of annual meeting of stockholders, first Wednesday in June.
Fiscal year of company ends, March 31st.
General offices of the company are located at Chicago.

STATE OF ILLINOIS,
COUNTY OF COOK. } ss.

Hugh Riddle, President, and W. G. Purdy, of the Chicago, Rock Island & Pacific Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of their knowledge and belief.

(Signed)

HUGH RIDDLE.
W. G. PURDY.

Subscribed and sworn to before me, this 19th day of September, A. D. 1882.
[L. S.] JAMES C. HUTCHINS,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 20th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

R E P O R T

OF THE

CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA

RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association	\$ 50,000,000.00
Amount issued, number of shares.....	amount paid in.....
Amount of common stock issued.....	18,573,238.88
Amount of preferred stock issued, and conditions of prefer- ment, 7 per cent.....	10,759,933.33
Total amount paid in as per books of the company	<u>\$ 20,333,166.66</u>
Amount of stock per mile of road owned.....	\$ 29,275.49
Amount of stock representing the road in Iowa.	2,250,114.46
Amount of stock held in Iowa	None.
Total number of stockholders, common.....	576
Total number of stockholders, preferred	693
Number of stockholders in Iowa. None.	

DEBT.

Funded debt as follows:

First mortgage bonds, C., St. P. & M. R'y, due May 1, 1918, rate of interest, 6 per cent.....	\$ 3,000,000.00
Interest paid on same during the year.....	180,150.00
First mortgage bonds, North Wisconsin R'y, due January 1, 1930, rate of interest, 6 per cent.....	800,000.00
Interest paid on same during the year.....	48,060.00
First mortgage bonds, H. & Riv. F. R. R., due July 1, 1908, rate of interest, 8 per cent.....	125,000.00
Interest paid on same during the year.....	14,760.00
First mortgage bonds, St. P. & S. C. R. R., due April 1, 1919, rate of interest, 6 per cent.....	6,080,000.00
Interest paid on same during the year.....	362,430.00
First mortgage bonds, St. P., S. & T. F. R. R., due January 1, 1908, rate of interest, 7 per cent.....	334,800.00
Interest paid during the year	22,704.50
Consolidated mortgage bonds and scrip, C., St. P., M. & O. R'y, due June 1, 1930, rate of interest 6 per cent.....	9,088,562.50
Interest paid during the year.....	482,550.00
St. Paul depot grounds bonds, St. P., S. & T. F. R. R. due October, 1903, rate of interest, 10 per cent.....	30,000.00
Land grant and income bonds, and scrip, C., St. P. & M. R'y, due May 1, 1898, rate of interest, 6 per cent.....	88,312.50
Total amount of funded debt.....	\$ 19,546,675.00
Interest paid on same.....	1,110,654.50
Floating debt (see balance sheet.)	
Contingent liability as guarantor of bonds or debts of other roads:	
Bonds of Minneapolis Eastern Railway Co	\$ 75,000.
Total amount of debt liabilities	\$ 19,546,675.00
Amount of debt per mile of road.....	\$ 19,508.24
Total amount of stock and debt.....	48,879,841.66
Amount of stock and debt per mile of road	48,783.73

COST OF ROAD AND EQUIPMENT.

*Cost of road and equipment not kept separate.

Total cost of road and equipment	\$ 44,051,512.90
----------------------------------------	------------------

Average cost of road and equipment per mile (1,001.97 miles) .	\$ 43,964.90
Proportion of cost of road and equipment for Iowa on basis of mileage (76.86 miles).....	3,379,142.21
Average cost of road and equipment per mile in Iowa (76.86 miles).....	43,964.90

* This company's line is formed by the consolidation and purchase of several distinct properties, the details of cost of which cannot be given separately.

PROPERTY ACCOUNTS.

CHARGES AND CREDITS DURING THE YEAR.

New passenger and freight stations, water tanks, and fuel sheds.....	\$ 124,556.36
New shops, engine houses, and shop grounds.....	194,044.34
New track scales.....	3,167.82
New side tracks and yards.....	264,382.39
New bridges, culverts, cattle-guards, and crossings.....	122,151.73
New fences and stock yards	14,660.49
Right of way.....	8,266.06
New steel rails.....	235,716.51
New steamer at Missouri River transfer (balance of cost).....	1,430.92
New telegraph.....	3,480.86
Miscellaneous construction and improvement.....	362,981.27
New lines and extension of old.....	3,409,124.68
Balance of cost of C., St. P. & M. R'y in consolidation.....	3,643,869.65
Total for construction	\$ 8,387,833.08

EQUIPMENT.

Locomotives, number.....	20	\$ 179,664.15
Passenger, mail, baggage, and express cars, number....	13	79,927.06
Freight and other cars (balance of cost) number.....	1,116	294,110.41
Total for equipment.....		\$ 553,701.62
Total expenditures charged to property accounts.....		\$ 8,941,534.70
Net addition to property account for the year.....		\$ 8,941,534.70

GENERAL EXHIBIT.

Total earnings.....	\$ 4,567,052.55
Total expenses, including taxes	2,846,752.80
Net earnings.....	1,720,299.75
Rentals, specifying amount paid to each company:	
St. P., M. & M. R'y.....	\$ 15,833.34
Illinois Central R. R.....	12,000.00
St. Paul Union Depot Co.....	822.10
	28,655.44
Interest accruing during the year.....	\$ 1,021,692.44
Interest paid during the year, less received.....	887,559.29
Interest on funded debt.....	1,021,692.44
Interest received on balances.....	102,949.99
	918,742.45
*Dividends declared (7 per cent).....	925,451.25
Balance for the year.....	751,987.47
Interest falling due during the year and not paid.....	34,812.50
Balance at commencement of the year, deficit.....	97,489.74
Balance at the close of the year, June 30, 1882.....	654,497.73
Income from other sources than earnings, lands.....	900,730.38
Income from other sources than earnings, elevators.....	3,806.48
Total income from all sources for the year	\$ 5,471,589.41

*Includes dividend declared prior to July, 1881, and not entered until July, and St. P. & S. C. dividend declared in 1880, not entered until September, 1882, amounting in all to \$230,228.75.

ANALYSIS OF EARNINGS.

Earnings, passenger:

From local passengers.....	\$ 700,300.23
From through passengers.....	489,434.68
From all passengers.....	\$ 1,189,734.91
From express.....	66,855.58
From mails	67,116.68
From other sources, passenger department, including extra baggage.....	6,968.48

Total earnings, passenger department..... \$ 1,330,675.55
 Earnings per train mile run (858,635 miles)..... \$1.54.97

Earnings, freight:

From local.....	\$ 1,712,066.68
From through	1,506,209.99
From other sources, freight department.....	18,100.33
Total earnings, freight department	3,236,377.00
Earnings per train mile run (2,029,097 miles)	\$ 1.59.50

Total transportation earnings.....	\$ 4,567,052.55
Earnings per train mile run, from all trains earning revenue (2,887,732 miles)	\$ 1.58.15
Earnings per mile of road operated (average 1,004.82 miles).....	4,545.14
Proportion of earnings for Iowa.....	293,968.08
Income from all other sources.....	904,536.86

Elevator earnings.....	\$ 3,806.48
Lands.....	900,730.38

Total income from all sources.....	\$ 5,471,589.41
Proportion of income for Iowa.....	\$ 294,114.07
Elevator earnings, Iowa.....	145.99

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track.....	\$ 223,058.63
Renewal of ties.....	64,803.53
No laid, 237,890.	
Repairs of bridges, including culverts and cattle-guards.....	87,902.86
Repairs of fences, road-crossings, and signs.....	16,894.60
Repairs of buildings, stations, and water-tanks	37,204.35

Total.....	\$ 429,463.97
------------	---------------

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives.....	\$ 203,095.13
Repairs of passenger cars	71,802.24
Repairs of freight cars.....	211,765.22
Total	\$ 486,662.59

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives.....	\$ 556,044.44
Water supply.....	19,388.51
Oil and waste, for cars.....	9,565.79
Locomotive service.....	262,029.04
Passenger train service.....	60,467.26
Passenger train supplies.....	12,004.25
Mileage of passenger cars (debit balance).....	4,588.87
Freight train service.....	125,092.09
Freight train supplies.....	9,675.42
Mileage of freight cars (credit balance).....	\$ 1,966.12
Telegraph expenses (maintenance and operating).....	51,668.53
Damage and loss of freight and baggage.....	20,343.09
Damage to property and cattle.....	15,346.09
Damage and loss wrecking.....	12,124.16
Personal injuries.....	17,578.82
Agents and station service.....	295,844.29
Station supplies.....	35,048.54
Total	\$ 1,504,838.07

Expenses of Missouri River transfer..... \$ 28,171.13

CLASS 4—GENERAL EXPENSES.

Salaries of general and division officers and their clerks.....	\$ 131,733.83
Legal expenses.....	11,447.01
Insurance.....	9,174.76
Stationery and printing.....	31,742.76
Outside agencies and advertising.....	17,367.08
Contingencies, including New York office expenses.....	44,989.61
Taxes in Iowa, estimated.....	\$ 7,740.98
Taxes in other States.....	143,421.66
Total taxes	\$ 151,162.04
Total	\$ 397,617.04

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings.....	\$ 429,463.97
Maintenance of motive power and cars.....	486,662.59
Conducting transportation.....	1,504,838.07
Expenses Missouri River transfer.....	28,171.13
General expenses, including taxes.....	397,617.04
Total operating expenses and taxes	\$ 2,846,752.80
Operating expenses and taxes per mile of road	\$ 2,833.10
Operating expenses and taxes per train mile run, for trains earning revenue (2,887,732 miles) .....	.98.58
Proportion of operating expenses and taxes for Iowa.....	285,746.46
Expenses of running and management of passenger trains	
Expenses of running and management of passenger trains, per train mile.....	
Expenses of running and management of freight trains..	No record
Expenses of running and management of freight trains, per train mile.....	kept.
Expenses of running and management of all trains earn- ing revenue.....	
Percentage of operating expenses and taxes to earnings.....	62.33

GENERAL RECAPITULATION.

Total income.....	\$ 5,471,589.41
Total operating expenses and taxes.....	2,846,752.80
Net income above operating expenses and taxes.....	2,624,830.61
Net income above operating expenses, taxes, interest, and rental.....	<u>1,677,438.72</u>
Gross income per train mile run, all trains (2,887,732 miles) ...	1.89.48
Net income per train mile run, all trains (2,887,732 miles)....	58.8
Percentage of net income to stock and debt	3.492
Percentage of net income to cost of road and equipment.....	3.808
Are charges for the transportation of the company's supplies included in the earnings as reported for your road? Company supplies for repairs are carried free. Construction material at 1 cent per ton per mile.	
If so, state at what rates; the number of tons carried; and the amount credited to earnings?	
1 cent per ton per mile for construction material earnings was.	124,745.46
1 cent per mile for passengers employed in construction, earnings was.....	4,841.88

SURPLUS.

Deficit at the commencement of the year.....	\$ 97,489.74
Surplus at the close of the year.....	654,497.73
Amount in material and balances from other roads, and cash and other cash assets.....	<u>654,497.73</u>

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS,
JUNE 30, 1882.

DEBIT.

Cost of road and equipment.....	\$ 44,051,512.99
Stock and bonds on hand.....	2,620,221.67
Materials and supplies.....	685,625.60
Excess of cash and cash assets, over amount of current liabilities.....	2,176,979.13
	<u>\$ 49,534,339.39</u>

CREDIT.

Common stock.....	\$ 18,573,239.33
Preferred stock.....	10,759,933.33
Funded debt.....	19,546,675.00
Profit and loss.....	654,497.73
	<u>\$ 49,534,339.39</u>

DESCRIPTION OF ROAD.

Length main line of road from Elroy to Omaha, including transfer.....	571.35
Length of main line of road from North Wisconsin Junction to end of track.....	120.00
Length of main line of road in Iowa.....	59.42
Length of main line of road in Minnesota	207.42
Length of main line of road in Wisconsin.....	297.70
Length of main line of road in Nebraska	126.81
Branches owned by this company:	
Stillwater Junction to Stillwater.....	3.80
Stillwater to St. Croix Bridge	4.39
Hudson to River Falls.....	12.21
Lake Crystal to Elmore.....	44.00
Heron Lake to Woodstock.....	44.00
Sioux Falls Junction to Salem.....	98.00
Luverne to Doon.....	28.00
Coburn Junction to Ponca.....	15.82
Emerson to Norfolk.....	46.40
Merrillan to Neilsville.....	14.00
Total length of branches owned by this company.....	310.62
Total length of branches owned by this company in Iowa.....	17.44
Total length of branches owned by this company in Minnesota.....	149.28
Total length of branches owned by this company in Wisconsin.....	26.21
Total length of branches owned by this company in Nebraska.....	62.22
Total length of branches owned by this company in Dakota.....	55.47
Total length of road belonging to this company.....	1,001.97
Aggregate length of sidings and other tracks not above enumerated.....	107.11
Same in Iowa.....	14.84
Aggregate length of track, computed as single track, exclusive of sidings	1,001.97
Same in Iowa.....	76.86
Total length of steel rails in tracks in Iowa, exclusive of sidings.....	59.42
Total length of iron rails in tracks in Iowa, exclusive of sidings	17.44
Weights per yard, steel, 50 lbs.	
Weights per yard, iron, 50 lbs.	
Gauge of track.....	4 ft. 8½ in

**ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY
THIS COMPANY UNDER LEASE OR CONTRACT.**

Name, description, and length of each:

St. Paul to Minneapolis, miles.....	9.90
Le Mars to Sioux City.....	24.00
Menomonee Junction to Menomonee City.....	3.01
Eau Claire to lumber mills.....	2.74
Total length of above roads	39.65
Total length of above roads in Iowa.....	24.00
Total length of above roads in Minnesota	9.90
Total length of above roads in Wisconsin	5.75
If any part of the road was first opened for operation during the past year, state the date. None in Iowa.	
Total miles of road operated by this company.....	1,041.62
Total miles road operated by this company in Iowa	100.86

STATIONS.

Number of stations on all roads owned by this company.....	179
Same in Iowa	10
Number of stations on all roads operated by this company.....	188
Same in Iowa	12
Number of telegraph offices in stations in Iowa.....	12

EMPLOYES.

Number of persons regularly employed on all roads operated by this company (approximate).....	3,986
Same in Iowa. These figures cannot be given; a great many employees work in Iowa, Minnesota, and Nebraska, in the same day.	
Amount paid employees, including officials, on all roads opera- ted by this company (approximate)	\$ 2,248,253

BRIDGES IN IOWA.

	AGGREGATE NO.	LENGTH.
Wooden truss bridges under 100 feet in length	2	108
Wooden trestle and pile.....	59	6,000

BOX CULVERTS IN IOWA.

Timber	73	884
Stone.....	18	54

CATTLE-GUARDS.

Number in Iowa. No record.

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges dur-
ing the year (feet B. M.). No record.

Give the average number of years that wooden truss bridges
last on your road in Iowa. The road has only been owned
by this company since June 1, 1881, and this company's
records furnish no data upon which an estimate can be
based.

ROAD-BED AND TRACK.

Number of track sections in Iowa.....	10
Average length of sections—miles.....	6.6
Average number of men in each section gang.....	4
Number of new ties laid in track during the year in Iowa.....	56,000
Average number of new ties per mile-of road.....	1,000
New rails laid in track during the year in Iowa—(steel 4,548 tons).....	57.89
Total track laid with new rails during the year in Iowa, miles, What is the average number of years that iron rails last in your track on main line in Iowa. The road has only been owned by this company since June 1, 1881, and this com- pany's records furnish no data upon which an estimate can be based.	57.89

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?
Chicago, Milwaukee & St. Paul R. R., at Sheldon, O'Brien county.

Number of highway crossings at grade	81
Number of highway crossings at which there are flagmen....	2

FENCING IN IOWA.

How many miles of fencing have you on your road.....	18
What is the average cost per rod? Not known.	
How many miles of new fencing have you built during the year	18
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Osceola county.....	19
In O'Brien county.....	6
In Sioux county.....	18
In Plymouth county	2
 Total miles	

ROLLING STOCK.

	LEASED.	OWNED.	TOTAL.
Number of locomotives.....		131	131
Number of passenger cars.....		56	56
Number of baggage, mail, and express cars.....		29	29
Number of parlor and sleeping cars.....		3	3
Number of box freight cars.....	470	2,575	3,045
Number of stock cars.....		60	60
Number of platform and coal cars.....		1,257	1,257
Number of other cars.....		87	87
Total			4,537
Maximum weight of locomotives and tenders, tons.....			35
Number of locomotives equipped with train brake.....			53
Kind of brake, Westinghouse automatic.			
Maximum weight of passenger cars, tons (estimated).....			20½
Average weight of passenger cars, tons (estimated).....			20
Number of cars equipped with train-brake. All passenger equipment.			
Kind of brake, Westinghouse automatic.			
Number of passenger cars equipped with Miller platform and buffer. All passenger equipment.			
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine, — tons. Varies greatly on different divisions; no average can be given that would be reliable.			

MILEAGE, TRAFFIC, ETC., WHOLE ROAD.

TRAIN MILEAGE.

Miles run by passenger trains during the year.....	858,635
Miles run by freight trains during the year.....	2,029,097
Miles run by switching trains during the year.....	750,743
Miles run by other trains during the year	716,883
Total train mileage.....	4,355,358

CARS AND WEIGHT OF TRAINS (APPROXIMATED).

Average number of cars in passenger trains	5.34
Average weight of passenger trains, exclusive of passengers, tons	106.8
Average number cars in freight trains	18
Average weight of freight trains, exclusive of freight, tons...	153

PASSENGER TRAFFIC.

Number of through passengers carried.....	112,085
Number of local passengers carried.....	625,175
Total number of passengers carried.....	737,260

Total passenger mileage, or passengers carried one mile.....	45,813,336
Average distance traveled by each passenger, miles.....	62.14
Average amount received from each passenger.....\$	1.62
Highest rate of fare per mile for any distance, cents.....	4
Lowest rate of fare per mile for any distance, cents.....	1
Average rate of fare per mile for all passengers, cents.....	2.60

FREIGHT TRAFFIC.

Number of tons of through freight carried.....	575,521
Number of tons of local freight carried.....	1,081,743
<hr/>	<hr/>
Total tons of freight carried.....	1,657,264
<hr/>	<hr/>
Total mileage of through freight (tons carried one mile).....	91,345,989
Total mileage of local freight (tons carried one mile).....	138,005,683
<hr/>	<hr/>
Total freight mileage, or tons carried one mile.....	229,351,672
<hr/>	<hr/>
Average rate per ton per mile received for through freight, cents	1.6489
Average rate per ton per mile received for local freight, cents,	1.2406
Average rate per ton per mile received for all freight, cents..	1.4032
Average rate per ton per mile received from freight to and from other roads, cents.....	1.6489

CAR MILEAGE.

Number of miles run by loaded freight cars east and south...	4,939,463
Number of miles run by loaded freight cars west and north..	14,067,288
Number of miles run by empty freight cars east and south...	7,770,025
Number of miles run by empty freight cars west and north ..	954,589
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south.....	61.13
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north.....	6.38

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour, about.....	22½
Rate of speed of freight trains, including stops, miles per hour, about	10½

TONNAGE OF ARTICLES TRANSPORTED.

(APPROXIMATED.)

	TONS.	PER CENT.
Grain	199,701	12.05
Flour and meal.....	216,107	13.04
Provisions (beef, pork, lard, etc.).....	6,961	.42
Animals.....	32,980	1.99
Other agricultural products	16,573	1.00
Lumber and forest products.....	502,151	30.30
Coal.....	55,002	3.32
Salt, cement, water, lime, and stucco.....	12,595	.76
Iron, lead, and mineral products.....	46,901	2.83
Stone, brick, lime, and sand.....	36,791	2.22
Manufactures, including agricultural implements, furni- ture, and wagons.....	21,218	1.28
Company's material	262,179	15.82
Merchandise, and other articles not enumerated above.....	248,092	14.97
<hr/>	<hr/>	<hr/>
Total tons carried.....	1,657,264	100

TONNAGE CROSSING THE MISSOURI RIVER TRANSFER AT SIOUX CITY, FOR THE YEAR ENDING JUNE 30, 1882.

<u>East bound number of tons</u>	15,254,569
<u>West bound number of tons</u>	62,564,921
<u>Total tons</u>	97,819,490

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express Company; they pay $1\frac{1}{2}$ times first class tariff rates; the express company handles its own freight.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? The cars of all transportation companies are allowed to run over the road. This company pays the usual mileage, three-fourths cents per mile, for same; no preference is given to cars or freight of any company. What amount have you paid other corporations, car loaning companies, stock companies, or individuals, *not operating railroads*, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each?

Northwestern Car Trust Co., Chicago, Ill..... \$ 44,766.68

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Pullman Palace Car Company runs sleepers on our main line between St. Paul and Sioux City and St. Paul and Elroy; they charge about one dollar east of St. Paul, and one dollar and fifty cents west of St. Paul in addition to regular passenger fare for distance on this road.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings? This company pays the Sleeping Car Co. three cents per mile for use of sleepers. The Sleeping Car Co. receives all the revenue of the sleepers.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? \$71.82 per mile per annum on main line; \$42.75 per mile per annum on branch lines.

What amount have you paid for receiving and delivering mail to and from stations on your road? For delivering mails in St. Paul, \$360.00.

TELEGRAPH.

How many miles of telegraph are owned by your company? See next question.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Telegraph lines extend whole length of main line and branches, owned jointly by railroad company and Western Union Telegraph Co., one-half each.

LANDS—CONGRESSIONAL GRANT.

No land grant in Iowa.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.	
			KILLED.	INJURED.
1881. September 30	C. W. Tack	East Orange, Iowa.....	Coupling; purely accidental.	
October 20	Moran.....	Le Mars.....	Drunk on track; struck by train.	
1882.				
January 26	John Setler.....	Le Mars.....	Caught foot in frog; lack of caution.	

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.	
			KILLED.	INJURED.
1881.				
July 26	H. S. Campbell.....	James, Iowa.....	Coupling; his own fault.	
August 2	John McHugh.....	Rock Rapids.....	Fell from hand-car; his own fault.	
August 28	D. Devauport.....	Sioux City.....	Squeezed by car and engine; coupling; purely accidental.	
November 17	W. Miles.....	Seney.....	Stepped into trolley while coupling.	
November 24	John Holtz.....	Sioux City.....	Recklessness on his part in getting off train while in motion.	

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passenger.	Employee.	Others.	Passenger.	Employee.	Others.
Caught in frogs.....			1			
Coupling cars		1				8
Getting on and off trains.....						1
Miscellaneous.....						1
Trespassers on track.....		1				
Total.....			3			5

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year.....	3
Number of persons injured during the year.....	5
Number of casualties purely accidental during the entire year.....	3
Number resulting from lack of caution, carelessness, or misconduct....	5
Number of persons killed or injured while intoxicated.....	1
Number of trespassers on track killed or injured	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—H. H. Porter, Chicago, Ill.

First Vice-President—Philetus Sawyer, Oshkosh, Wis.

Second Vice-President—R. T. Flower, New York, N. Y.

Secretary—C. W. Porter, Hudson, Wis.

Treasurer—A. R. Flower, New York, N. Y.

Assistant President—E. W. Winter, St. Paul, Minn.

General Superintendent—C. F. Hatch, St. Paul, Minn.

Division Supts. *T. P. Gere, East and North Divs., St. Paul, Minn.*
J. F. Lincoln, St. Paul Div., St. Paul, Minn.
H. Spencer, Sioux City Div., Sioux City, Iowa.
G. V. Morford, Nebraska Div., Omaha, Neb.

Chief Engineer—C. W. Johnson, St. Paul, Minn.

Superintendent of Telegraph—H. C. Hope, St. Paul, Minn.

Auditor—H. A. Gray, St. Paul, Minn.

General Passenger Agent—T. W. Teasdale, St. Paul, Minn.

General Traffic Manager—J. H. Hiland, St. Paul, Minn.

General Solicitor—Jno. C. Spooner, Hudson, Wis.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

H. H. Porter, Chicago, Ill.

R. P. Flower, New York, N. Y.

David Dow, New York, N. Y.

H. R. Bishop, New York, N. Y.

W. D. Washburn, Minneapolis, Minn.

Philetus Sawyer, Oshkosh, Wis.

Benj. Brewster, New York, N. Y.

Aug. Kountz, New York, N. Y.

A. H. Wilder, St. Paul, Minn.

J. M. Fiske, New York, N. Y.

E. F. Drake, St. Paul, Minn.

R. R. Cable, Chicago, Ill.

H. T. Welles, Minneapolis, Minn.

Date of annual meeting of stockholders, first Saturday after first Thursday in June.

Fiscal year of company ends December 31st.

General offices of the company are located at St. Paul, Minn.

STATE OF MINNESOTA, } ss.
COUNTY OF RAMSEY. }

Chas. F. Hatch, General Superintendent, and H. A. Gray, Auditor, of the Chicago, St. Paul, Minneapolis & Omaha Railway Company, being duly sworn depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of their knowledge and belief.

(Signed)

CHAS. F. HATCH.

H. A. GRAY.

Subscribed and sworn to before me, this 23d day of September, A. D. 1882.

G. A. HAMILTON,

[L. S.]

Notary Public, Ramsey Co., Minn.

Received and filed in the office of the Commissioners of Railroads, this 25th day of September, A. D. 1882.

E. G. MORGAN,

Secretary of Board of Railroad Commissioners.

R E P O R T
OF THE
CROOKED CREEK RAILWAY COMPANY.

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association.....	\$	71,500.00
Amount authorized by vote of the company.....		71,500.00
Amount issued, number of shares 715, amount paid in.....		71,500.00
Amount of common stock issued.....		<u>71,500.00</u>
Total amount paid in as per books of the company.....	\$	<u>71,500.00</u>
Amount of stock per mile of road, 8½ miles.....	\$	8,411.76
Amount of stock representing the road in Iowa. All.		
Amount of stock held in Iowa. All.		
Total number of stockholders.....		5
Number of stockholders in Iowa.....		2

DEBT.

Total amount of floating debt.....	\$	24,098.18
Total amount of debt liabilities.....	\$	<u>24,098.18</u>
Amount of debt per mile of road.....	\$	2,835.08
Total amount of stock and debt.....		95,598.18
Amount of stock and debt per mile of road.....		11,246.84

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN
INCREASED DURING THE YEAR.

Freight and other cars, 2.....	\$	98.50
Total expenditures charged to property accounts.....	\$	<u>98.50</u>
Property sold (or reduced in valuation on the books) and cred- ited property accounts during the year (specifying same):		
Thirty-two narrow gauge cars.....	\$	3,700.00
Net addition to property account for the year.....		<u>3,601.50</u>

GENERAL EXHIBIT.

Total earnings.....	\$ 10,826.19
Total expenses, including taxes.....	10,476.75
Net earnings.....	349.44
Interest accruing during the year	1,650.00
Interest paid during the year.....	1,650.00
Balance for the year—surplus.....	3,950.94
Floating debt liquidated during the year.....	2,300.00
Balance at commencement of the year—deficit.....	8,049.10
Balance at the close of the year, June 30, 1882—deficit.....	4,098.16
Income from other sources than earnings.....	3,601.50
Total income from all sources for the year.....	\$ 10,826.19

ANALYSIS OF EARNINGS.

Earnings, passenger:

From all passengers	\$ 577.95
From mails.....	363.37
<hr/>	

Total earnings, passenger department..... \$ 941.32

Earnings per train mile run (8.5 miles)..... \$ 110.74

Earnings, freight:

From local.....	44.50
From through.....	9,840.37
Total earnings, freight department.....	9,884.87
Earnings per train mile run (8.5 miles).....	\$ 1,162.92
<hr/>	

Total transportation earnings..... \$ 10,826.19

Earnings per mile of road operated (8.5 miles)..... \$ 1,273.67

Total income from all sources..... \$ 10,826.19

Proportion of income for Iowa. All.

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track.....	\$ 1,960.25
Renewal of ties.....	1,176.00
Number laid, 2,940.	
Repairs of bridges, including culverts and cattle-guards.....	145.00
Repairs of buildings, stations, and water-tanks.....	40.00
Total	\$ 3,321.25
<hr/>	

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives.....	\$ 433.85
Total.....	\$ 433.85
<hr/>	

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives.....	\$	880.70
Water supply.....		420.00
Oil and waste.....		184.95
Locomotive service.....		1,252.00
Freight train service.....		831.50
Freight train supplies.....		145.00
Mileage of freight cars (debit balance).....		76.50
Telegraph expenses (maintenance and operating).....		24.50
Damages to property and cattle		41.85
Agents and station service.....		850.00
Station supplies.....		15.00
Total	\$	4,722.05

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks.....	\$	1,290.90
Legal expenses.....		75.00
Stationery and printing.....		36.40
Taxes in Iowa		598.20
Total	\$	1,999.60

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings.....	\$	3,321.25
Maintenance of motive power and cars.....		438.85
Conducting transportation		4,722.05
General expenses, including taxes		1,999.60
Total operating expenses and taxes	\$	10,476.75

Operating expenses and taxes per mile of road.....	\$	1,232.56
Proportion of operating expenses and taxes for Iowa. All.		
Percentage of expenses to income .....		.96

GENERAL RECAPITULATION.

Total income.....	\$	14,427.69
Total operating expenses and taxes.....		10,476.75
Net income above operating expenses and taxes.....		3,950.94
Net income above operating expenses, taxes, interest, and rental.....		2,300.94

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? They are not.

SURPLUS.

Surplus at the commencement of the year—deficit.....		
Surplus at the close of the year—deficit.....		

**GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS
JUNE 30, 1882.**

DEBIT.

Estimated value of road-bed, including rails and bridges.....	\$ 28,750.00
Estimated value of rolling stock.....	3,750.00
Estimated value of stations, buildings, and fixtures.....	2,300.00
Estimated value of coal land and property.....	22,600.00
Deficit at closing accounts June 30, 1882	4,098.16
Depreciation in value of property, and loss on coal company investment	10,001.84
Total.....	\$ 71,500.00

CREDIT.

Capital stock issued.....	\$ 71,500.00
Total.....	\$ 71,500.00

DESCRIPTION OF ROAD.

Length main line of road from Judd to Lehigh.....	8.5
Total length of road belonging to this company.....	8.5
Aggregate length of sidings and other tracks not above enumerated.....	.5
Same in Iowa. All.	
Aggregate length of track, computed as single track, exclusive of sidings.....	8.5
Total length of iron rails in tracks in Iowa, exclusive of sidings	8.5
Weights per yard, iron 30 pounds.	
Gauge of track.....	4 ft. 8.5 in.

STATIONS.

Number of stations on all roads owned by this company.....	2
Same in Iowa.....	2

EMPLOYES.

Number of persons regularly employed on all roads operated by this company.....	5
Same in Iowa.....	5
Amount paid employees, including officials, on all roads operated by this company in Iowa.....	\$ 4,223.50

BRIDGES IN IOWA.

	AGGREGATE LENGTH.
NO.	NO.
Wooden truss bridges over 100 feet in length.....	1 370
Wooden trestle and pile.....	11 500

BOX CULVERTS IN IOWA.

Timber	4	80
--------------	---	----

CATTLE-GUARDS.

Number of in Iowa.....	9	90
------------------------	---	----

ROAD-BED AND TRACK.

Number of track sections in Iowa.....	1	
Average length of sections, miles.....	8.5	
Average number of men in each section gang	5	
Number of new ties laid in track during the year in Iowa.....	2,940	
Average number of new ties per mile of road	348	

FENCING IN IOWA.

How many miles of fencing have you on your road? None.
Give the number of miles needed on both sides of your track
in each county in Iowa.

In Webster county, about	10	
--------------------------------	----	--

ROLLING STOCK.

Number of locomotives	1	
Number of other cars—1 hand and 1 velocipede	2	
Total	2	

Maximum weight of locomotives and tenders, tons.....	20	
Average weight of locomotives and tenders, tons	20	
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine, 20 tons; from 50 to 60 tons upward.		

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by freight trains during the year	7,650	
Total train mileage	7,650	

CARS AND WEIGHT OF TRAINS.

Average number of cars in freight trains	8	
Average weight of freight trains, exclusive of freight, tons..	24	

PASSENGER TRAFFIC.

Number of local passengers carried	1,927	
Total number of passengers carried	1,927	
Total passenger mileage, or passengers carried one mile	16,879	
Average distance traveled by each passenger, miles	8.5	
Average amount received from each passenger, cents .....	.30	
Highest rate of fare per mile for any distance	8½	
Lowest rate of fare per mile for any distance.....	3½	
Average rate of fare per mile for all passengers	3½	

FREIGHT TRAFFIC.

Number of tons of local freight carried	10,271
Total tons of freight carried	10,271
Total mileage of local freight (tons carried one mile)	87,803
Total freight mileage, or tons carried one mile	87,803
Average rate per ton per mile received for local freight, cents,	9
Average rate per ton per mile received for all freight	9
Average rate per ton per mile received from freight to and from other roads.....	9
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa.....	.95

SPEED OF TRAINS IN IOWA.

Rate of speed of freight trains, including stops, miles per hour, about	12
----------------------------------------------------------------------------------	----

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE
OF IOWA.

	TONS.	PER CENT.
Grain	1,045	10.20
Flour	85	.80
Provisions (beef, pork, lard, etc.)	25	.20
Animals	208	2.00
Lumber and forest products	905	8.80
Coal	7,162	70.00
Plaster, lime, and cement	40	.40
Salt	18	.10
Petroleum	16	.10
Stone and brick	397	3.80
Manufactures—articles shipped from point of production	17	.20
Merchandise, and other articles not enumerated above.....	353	3.40
Total tons carried.....	10,271	100

ADDITIONAL QUESTIONS.

U. S. MAIL IN IOWA.

What is the compensation paid you by the U. S. government for the transportation of its mails, and on what terms of service? Daily service, \$368.37.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—W. C. Willson, Lehigh, Iowa.

Vice-President—T. H. Judd, Milwaukee, Wis.

Secretary—J. M. Funk, Webster City, Iowa.

Treasurer—J. M. Funk, Webster City, Iowa.

General Manager—W. C. Willson, Lehigh, Iowa.

Auditor—Geo. W. Post, Lehigh, Iowa.

General Passenger and Freight Agent—Geo. W. Post, Lehigh, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

W. C. Willson, Lehigh, or Webster City, Iowa.

J. M. Funk, Webster City, Iowa.

T. H. Judd, Milwaukee, Wis.

Geo. Burnham, Milwaukee, Wis.

C. D. Burnham, Milwaukee, Wis.

J. Q. Burnham, Milwaukee, Wis.

Date of annual meeting of stockholders, May 15th.

Fiscal year of company ends (have none).

General offices of the company are located at Lehigh, Iowa.

Received and filed in the office of the Commissioners of Railroads, this 2d day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

R E P O R T
OF THE
DES MOINES & FORT DODGE RAILROAD CO.
FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association.....\$	4,000,000.00
Amount authorized by vote of the company.....	3,758,280.00
Amount issued, number of shares, 37,582.80; amount paid in...\$	3,758,280.00
Amount of common stock issued.....	3,000,000.00
Amount of preferred stock issued, and conditions of preference.....	758,280.00
(Preferred stock entitled to dividends up to 7 per cent before any dividend on the common stock.)	
Total amount paid in as per books of the company.....	<u>3,758,280.00</u>
Amount of stock per mile of road	\$ 45,444.74
Amount of stock representing the road in Iowa	All.
Amount of stock held in Iowa.....	16,050.00
Total number of stockholders.....	62
Number of stockholders in Iowa.....	3

DEBT.

Funded debt as follows:

1,192 bonds due 1905, rate of interest six per cent.....\$	1,192,000.00
Interest paid on same during the year.....\$	71,520.00
1,142 bonds due 1905, rate of interest five per cent.....\$	1,142,000.00
Interest paid on same during the year.....\$	57,100.00
Total amount of funded debt.....	<u>\$ 2,334,000.00</u>

Floating debt:

Incurred for construction.....\$	100,000.00
Incurred for real estate.....	4,800.00
Total amount of floating debt.....\$	104,800.00
Total amount of debt liabilities.....\$	<u>2,438,800.00</u>

Amount of debt per mile of road.....\$	29,489.72
Total amount of stock and debt.....	6,197,080.00
Amount of stock and debt per mile of road	74,934.46

COST OF EQUIPMENT.

Total cost of road and equipment.....	\$ 6,092,280.00
Average cost of road and equipment per mile, (82.7 miles)....	\$ 73,667.28

This road having been bought fully equipped, we can only state that it cost \$6,092,280.00, being the stock and bonds besides any local aid that was procured.

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Superstructure, including rails.....	\$ 50,000.00
Total expenditure charged to property accounts.....	<u><u>\$ 50,000.00</u></u>

GENERAL EXHIBIT.

Total earnings	\$ 417,897.95
Total expenses, including taxes	256,715.36
Net earnings.....	161,182.59
Rentals, specifying amount paid to each company:	
Chicago, Rock Island & Pacific Railway.....	\$ 2,371.80
Illinois Central Railroad.....	3,600.00
	<u><u>\$ 5,971.80</u></u>
Interest accruing during the year	\$ 131,620.00
Interest paid during the year.....	131,620.00
Interest on funded debt.....	128,620.00
Interest paid on funded debt.....	128,620.00
Interest on floating debt	3,000.00
Interest paid on floating debt.....	3,000.00
Dividends declared. None.	
Balance for the year.....	44,145.55
Balance at commencement of the year	53,166.37
Balance at the close of the year, June 30, 1882	97,311.92
Income from other sources than earnings	20,554.76
Total income from all sources for the year	<u><u>\$ 438,452.71</u></u>

ANALYSIS OF EARNINGS.

Earnings, passenger:

From local passengers	\$ 95,020.58
From through passengers.....	10,741.88
From all passengers.....	\$ 105,762.41
From express and baggage.....	3,443.00
From mails	5,336.40
From other sources, passenger department.....	1,317.04

Total earnings, passenger department..... \$ 115,858.85

Earnings per train mile run (82,049 miles) \$ 1.41

Earnings, freight:

From local.....	\$ 143,345.95
From through.....	158,693.15

Total earnings, freight department..... \$ 302,039.10

Earnings per train mile run (118,299 miles) \$ 2.55

Total transportation earnings \$ 417,897.95

Earnings per train mile run, from all trains
earning revenue (200,348 miles) \$ 2.08.6

Earnings per mile of road operated (88.1 miles) .. 4,743.45

Proportion of earnings for Iowa

417,897.95

Rents received for use of road from M. & St. L. R'y..... 2,400.00

Income from all other sources (lands)..... 18,154.76

Total income from all sources..... \$ 438,452.71

Proportion of income for Iowa..... \$ 438,452.71

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track.....	\$ 48,493.96
Renewal of rails.....	1,589.96
No. tons laid, steel, 25.	
Renewal of ties.....	10,622.55
No. laid, 24,640.	
Repairs of bridges, including culverts and cattle-guards.....	6,029.88
Repairs of fences, road-crossings, and signs.....	224.93
Repairs of buildings, stations, and water-tanks.....	7,400.46

Total..... \$ 74,361.74

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives.....	\$ 29,148.66
Repairs of passenger cars.....	8,595.99
Repairs of freight cars.....	18,981.84

Total..... \$ 56,726.49

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives.....	\$ 15,876.74
Water supply.....	2,386.44
Oil and waste.....	3,717.22
Locomotive service.....	18,585.39
Passenger train service.....	3,381.68
Passenger train supplies.....	405.69
Freight train service.....	9,454.05
Freight train supplies.....	529.26
Mileage of freight cars (debit balance).....	2,413.34
Telegraph expenses (maintenance and operating).....	484.50
Damage and loss of freight and baggage.....	639.15
Damages to property and cattle.....	3,037.23
Personal injuries.....	2,082.37
Agents and station service.....	20,126.41
Station supplies.....	1,295.10
 Total.....	 <u>\$ 84,414.57</u>

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks.....	\$ 16,746.84
Legal expenses.....	1,563.44
Insurance.....	156.48
Stationery and printing.....	3,391.17
Outside agencies and advertising.....	357.77
Contingencies.....	10,649.98
Taxes in Iowa.....	\$ 8,346.88
Total taxes.....	8,346.88
 Total.....	 <u>\$ 41,212.56</u>

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings.....	\$ 74,381.74
Maintenance of motive power and cars.....	56,726.49
Conducting transportation.....	84,414.57
General expenses, including taxes.....	41,212.56
 Total operating expenses and taxes.....	 <u>\$ 236,715.86</u>
 Operating expenses and taxes per mile of road.....	\$ 2,913.88
Operating expenses and taxes per train mile run, for trains earning revenue (200,848 miles).....	1.28
Proportion of operating expenses and taxes for Iowa. All.	
Expenses of running and management of passenger trains...	13,749.51
Expenses of running and management of passenger trains per train mile (82,049 miles) .....	.17
Expenses of running and management of freight trains	39,860.74
Expenses of running and management of freight trains per train mile.....	.34
Expenses of running and management of all trains earning revenue.....	53,619.26
Percentage of expenses to income.....	58.5

GENERAL RECAPITULATION.

Total income	\$ 488,452.71
Total operating expenses and taxes.....	256,715.36
Net income above operating expenses and taxes.....	181,737.35
Net income above operating expenses, taxes, interest, and rental.....	44,145.56

Gross income per train mile run (200,348 miles).....	\$ 2.19
Net income per train mile run (200,348 miles).....	.90.7
Percentage of net income to stock and debt.....	2.9
Percentage of net income to cost of road and equipment.....	2.98

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

SURPLUS.

Surplus at the commencement of the year.....	\$ 53,166.87
Surplus at the close of the year.....	97,811.92
Cash on hand	22,291.79
The amount invested in railroad bonds, the number of bonds, and the par value of each, the name of each road, and the amount invested in the bonds of each:	
Forty of the old Des Moines Valley Railroad Company bonds at \$1,080.00 each, purchased at \$180.00 a bond.....	7,200.00
Amount absorbed in construction of Tara extension.	65,397.34
Amount in material and balances from other roads.....	2,422.79

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Construction and equipment	\$ 6,092,280.00
Des Moines Valley land grant bonds	7,200.00
Balance due on contracts of sale.....	39,351.52
Agricultural lands.....	150,500.00
Material on hand.....	23,058.79
Cash on hand	22,291.79
Due from agents and companies.....	8,428.90
Real estate	27,437.84

Total..... \$ 6,370,578.34

CREDIT.

Capital stock.....	\$ 3,758,280.00
Funded debt.....	2,384,000.00
Floating debt.....	104,800.00
Due other companies and persons.....	10,313.73
Bills and pay-rolls.....	18,781.17
Des Moines Valley land grant bonds outstanding.....	7,740.00
Profit and loss.....	136,663.44

Total

\$ 6,370,578.34

DESCRIPTION OF ROAD.

Length of main line of road from Des Moines to Tara and Ft. Dodge Junction to Ft. Dodge, miles.....	82.70
Total length of road belonging to this company.....	82.70
Aggregate length of sidings and other tracks not above enumerated.....	6.82
Aggregate length of track computed as single track exclusive of sidings.....	82.70
Total length of steel rails in tracks in Iowa, exclusive of sidings.....	65.00
Total length of iron rails in tracks in Iowa.....	17.70
Weights per yard, steel, 56 pounds.	
Weights per yard, iron, 50 pounds.	
Gauge of track.....	4 ft. 8½ in.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:

Illinois Central Railroad from Tara to Ft. Dodge Junction.	5.40
Total miles of road operated by this company in Iowa..	88.10

STATIONS.

Number of stations on all roads owned by this company.....	15
Same in Iowa	15
Number of stations on all roads operated by this company.....	15
Same in Iowa.....	15

Number of telegraph offices in stations in Iowa

EMPLOYES.

Number of persons regularly employed on all roads operated by this company.....	300
Amount paid employees, including officials, on all roads operated by this company.....	68,294.37

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length.....	1	110
Wooden truss bridges under 100 feet in length.....	3	200
Wooden trestle and pile	38	1,125

ARCH CULVERTS AND VIADUCTS IN IOWA.

Less than 20 feet opening.....	7
--------------------------------	---

BOX CULVERTS IN IOWA.

Timber.....	225
-------------	-----

CATTLE-GUARDS.

Number in Iowa.....	123
---------------------	-----

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.).....	210,000
Number of culverts replaced with timber.....	6

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	KIND.	MATERIAL.	WHEN BUILT.	LENGTH, FEET.
Between Waukee and Ashawa.....	Pile.....	Wood.....	Sept. and Oct. 1881	50
Between Des Moines and Ashawa.....	Pile.....	Wood.....	July and Aug. 1882	40 50 40

Give the average number of years the trestle and pile bridges last on your road	9
Give the average number of years that wooden truss bridges last on your road in Iowa.....	12

ROAD-BED AND TRACK.

Number of track sections in Iowa.....	14
Average length of sections, miles.....	6 $\frac{1}{2}$
Average number of men in each section gang.....	6
Number of new ties laid in track during the year in Iowa.....	24,640
Average number of new ties per mile of road.....	280
New rails laid in track during the year in Iowa, steel, 5,148 tons) miles.....	58 $\frac{1}{2}$
What is the average number of years that iron rails last in your track on main line in Iowa.....	12
What is the average number of years that steel rails last in your track on main line in Iowa? Have not had long enough experience to tell.	
What is the average number of years that ties last in your track in Iowa.....	7

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

- Chicago, Rock Island & Pacific Railway, at Valley Junction.
- Chicago, Rock Island & Pacific R'y, Winterset Branch, at Des Moines.
- Des Moines Northwestern Railroad, at Waukee.
- Chicago, Milwaukee & St. Paul Railway, at Perry,
- Chicago & Northwestern Railway, at Grand Junction.
- Chicago & Northwestern Railway, at Gowrie.
- Illinois Central Railroad, at Tara.

Number of highway crossings at grade.....	66
-------------------------------------------	----

FENCING IN IOWA.

How many miles of fencing have you on your road.....	4.50
What is the average cost per rod.....	1.56
What is the total cost of same.....	\$ 2,250.00
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Polk county.....	14.50
In Dallas county.....	54.00
In Boone county.....	6.00
In Greene county.....	46.00
In Webster county.....	40.40
Total miles.....	165.40

ROLLING STOCK.

	OWNED.	TOTAL.
Number of locomotives.....	18	13
Number of passenger cars.....	7	7
Number of baggage, mail, and express cars.....	2	2
Number box freight cars.....		50
Number of stock cars.....		22
Number of platform cars.....	57	57
Number of other cars.....	5	5
Total.....		143
Maximum weight of locomotives and tenders, tons.....		28
Number of locomotives equipped with train brake.....		4
Kind of brake, Westinghouse.		
Maximum weight of passenger cars, pounds.....		45,000
Average weight of passenger cars, pounds.....		40,000
Number of cars equipped with train brake.....		7
Kind of brake, Westinghouse.		
Number of passenger cars equipped with Miller platform and buffer.....		4
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine, 36; tons, 270.		

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year.....	82,049
Miles run by freight trains during the year.....	118,299
Total train mileage.....	200,348

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains.....	8
Average weight of passenger trains, exclusive of passengers pounds	142,000
Average number of cars in freight trains.....	18
Average weight of freight trains, exclusive of freight, pounds	420,000

PASSENGER TRAFFIC.

Number of through passengers carried.....	12,111
Number of local passengers carried	105,521
Total number of passengers carried.....	117,632
Total passenger mileage, of passengers carried one mile.....	3,295,258
Average distance traveled by each passenger, miles.....	28
Average amount received from each passenger, cents.....	89
Highest rate of fare per mile for any distance, cents.....	3½
Lowest rate of fare per mile for any distance, cents.....	1
Average rate of fare per mile for all passengers, cents.....	3.1

FREIGHT TRAFFIC.

Number of tons of through freight carried.....	92,854
Number of tons of local freight carried.....	142,321
Total tons of freight carried.....	235,175
Total mileage of through freight, tons carried one mile.....	3,807,231
Total mileage of local freight, tons carried one mile.....	5,997,819
Total freight mileage, or tons carried one mile.....	9,804,550
Average rate per ton per mile received for through freight, cents.....	4.17
Average rate per ton per mile received for local freight, cents.....	2.39
Average rate per ton per mile received for all freight, cents..	3.08
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa	60

CAR MILEAGE.

Number of miles run by loaded freight cars south.....	514,894
Number of miles run by loaded freight cars north.....	478,826
Number of miles run by empty freight cars south.....	221,936
Number of miles run by empty freight cars north.....	247,031
Percentage of empty freight cars hauled south to all freight cars hauled south.....	30
Percentage of empty freight cars hauled north to all freight cars hauled north.....	34

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles.....	20
Rate of speed of freight trains, including stops, miles.....	10

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain.....	63,598	26.97
Flour.....	8,835	3.63
Provisions (beef, pork, lard, etc.).....	102	.04
Animals.....	12,400	5.26
Other agricultural products.....	6,063	2.57
Lumber and forest products.....	48,631	20.62
Coal.....	67,528	28.63
Plaster, lime, and cement.....	2,868	1.22
Salt.....	1,231	.52
Iron, steel, and castings.....	4,594	1.95
Stone and brick.....	1,818	.77
Manufactures—articles shipped from point of production.....	2,425	1.03
Merchandise, and other articles not enumerated above.....	20,724	8.79
Total tons carried.....	235,817	100

TONNAGE OF ARTICLES TRANSPORTED FROM STATIONS
WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain.....	63,598	26.97
Flour.....	8,835	3.63
Provisions (beef, pork, lard, etc.).....	102	.04
Animals.....	12,400	5.26
Other agricultural products.....	6,063	2.57
Lumber and forest products.....	48,631	20.62
Coal.....	67,528	28.63
Plaster, lime, and cement.....	2,868	1.22
Salt.....	1,231	.52
Iron, steel, and castings.....	4,594	1.95
Stone and brick.....	1,818	.77
Manufactures—articles shipped from point of production.....	2,425	1.03
Merchandise, and other articles not enumerated above.....	20,724	8.79
Total tons carried.....	235,817	100

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? United States Express Co.; \$11 per day for 1,800 pounds of through freight transported daily; any excess over complement allowed shall be paid for at $1\frac{1}{2}$ first class rates, but no excess shall be paid until 46,800 pounds per month have been exceeded; at depot.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? \$5,336.40 per annum for one train each way per day except Sunday.
What amount have you paid for receiving and delivering mail to and from stations on your road? \$300.

TELEGRAPH.

What other company, if any, owns a line of telegraph on your right of way,
and how many miles does each own? Western Union Telegraph Com-
pany owns 113.20 miles.

LANDS—CONGRESSIONAL GRANT.

State the number of acres of land your company has already received from the congressional grants	35,545
State the number of acres yet to inure to your company from congressional grants, about	7,000
State the average price at which these lands have been sold or contracted by the company.....\$	7.00
State the number of acres sold	6,868.45
State the amount received from sales.....\$	6,114.50
State the amount unpaid on outstanding contracts	27,418.90
State the gross amount received from sales, contracts, for- feited contracts, etc., up to June 30, 1882.....	18,154.76
State the amount expended in sale and management of lands.	813.08
State the amount of taxes paid on lands.....	2,407.60
State the amount realized from the sale of lands above the expenses incurred in the management and taxes	14,933.48

REPORT OF RAILROAD COMMISSIONERS.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881. July 6	Ira Long, ----- J. H. Pyfer, freight conductor	Tara Grand Junction.....	Standing on track; backed over by train and killed; caused by person being deaf and not hearing train. Killed by being caught between stake and side of car while trying to stake car from side track to main track; from want of care of person killed.
July 28			

INJURED.

1881. September 17	Peter Weiser, brakeman	Waukeee	Hand cut off; coupling ears; want of care on part of man injured.
September 29	Mrs. Gibbons	Ripley	Train blown from track during gale, two miles south of Ripley; slightly hurt and bruised about head and back. Three or four others were scratched, but none seriously hurt.

TABULAR STATEMENT OF ACCIDENTS.

CAUSE OF ACCIDENT.	KILLED.			INJURED.		
	Passenger	Employees.	Others.	Passenger	Employees.	Others.
Derailments	1	.....	.....
Coupling cars	1	.....	.....
Miscellaneous	1	.....	.....	.....	.....
Trespassers on track	1	.....	.....	.....
Total	1	1	1	1	1

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year.....	2
Number of persons injured during the year.....	2
Number of casualties purely accidental during the entire year.....	1
Number resulting from lack of caution, carelessness, or misconduct	2
Number of trespassers on track killed or injured.....	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—C. E. Whitehead, New York.
Vice-President—Chas. Dana, New York.
Secretary—Frank Saunders, New York.
Treasurer—C. E. Whitehead, New York.
General Superintendent—C. N. Gilmore, Des Moines.
Chief Engineer—Jas. Cars, Des Moines.
Superintendent of Telegraph—T. J. Hoke, Des Moines.
Auditor—C. A. Wetton, Des Moines.
General Passenger and Freight Agent—G. W. Ogilvie, Des Moines.
Attorneys—Nourse & Kauffman, Des Moines.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

C. E. Whitehead, New York.
A. G. Agnew, New York.
Chas. Dana, New York.
David Stuart, New York.
John L. Ludlow, New York.
Wm. R. Sands, New York.
C. C. Nourse, Des Moines.
H. H. Hollister, New York.

Date of annual meeting of stockholders, first Thursday in June.
Fiscal year of company ends, January 1st.
General offices of the company are located at Des Moines.

STATE OF IOWA, } ss.
COUNTY OF POLK. }

C. N. Gilmore, Superintendent of the Des Moines & Fort Dodge Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declares them to be a true,

full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed)

C. N. GILMORE,
Supt. D. M. & Ft. D. R. R. Co.

Subscribed and sworn to before me, this 4th day of October, A. D. 1882.

[L. S.]

C. B. KAUFFMAN,
Notary Public, Polk county, Iowa.

Received and filed in the office of the Commissioners of Railroads, this 25th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

R E P O R T

OF THE

DUBUQUE & DAKOTA RAILROAD COMPANY.

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association	\$15,000.00	per mile.
Amount of common stock issued.....	\$ 158,600.00	
Amount of preferred stock issued, and conditions of preference.....	410,000.00	
Total amount paid in as per books of the company.....	<u>\$ 568,600.00</u>	
Amount of stock per mile of road.....	8,996.84	
Amount of stock representing the road in Iowa. All in Iowa.		
Amount of stock held in Iowa.....	529,100.00	
Total number of stockholders.....	23	
Number of stockholders in Iowa.....	12	

DEBT.

Funded debt as follows:

Bonds due 1919, rate of interest, 6 per cent.....	\$ 630,000.00	
Interest paid on same during the year.....	\$37,800	
Total amount of funded debt.....	<u>\$ 630,000.00</u>	
Total amount of debt liabilities.....	<u>\$ 630,000.00</u>	
Amount of debt per mile of road.....	8,996.50	
Total amount of stock and debt.....	1,198,600.00	
Amount of stock and debt per mile of road....	18,965.35	

COST OF ROAD AND EQUIPMENT DURING 1882.

Bridging and masonry.....	\$ 11,052.13	
Land, land damages, and fences.....	209.89	
Passenger and freight stations, coal sheds and water stations.	251.84	
All other items charged to construction not enumerated above	10.00	
Total expended for construction, 1882.....	<u>\$ 11,523.86</u>	

COST OF EQUIPMENT.

Locomotives.....	\$	12,992.50
Passenger, mail, baggage, and express cars, combination.....		2,700.00
Freight and other cars.....		18,873.36
Wrecking cars, pile drivers, and tools.....		328.40
 Total for equipment.....	\$	 34,894.86

Average cost of equipment per mile of road operated by company (63.2 miles).....		
Proportion of cost of equipment for Iowa.....		548.58
Average cost of road and equipment per mile (63.2 miles) ...		
Average cost of road and equipment per mile in Iowa (63.2 miles).....		

GENERAL EXHIBIT.

Total earnings, income.....	\$	82,458.57
Total expenses, including taxes.....		47,625.26
Net earnings.....		34,833.31
Rentals, specifying amount paid to each company. None. (This is not answered right, see expense account.)		

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From all passengers	\$	14,736.82
From express and baggage.....		525.81
From mails.....		810.21
 Total earnings passenger department	\$	 16,072.84
Earnings, freight:		
From local	\$	63,945.44
 Total earnings freight department	\$	 63,945.44
Earnings per mile of road operated (63.20 miles)	\$	1,804.57
Car mileage (credit balances)		1,627.47
Total income from all other sources, telegraph earnings.....		818.32
 Total income from all sources.....	\$	 82,458.57

Proportion of income for Iowa. All.

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track.....	\$	18,106.92
Renewal of ties (cost included in repairs of road). Number laid, 2,790.		
Repairs of bridges, including culverts and cattle-guards.....		1,946.07
Repairs of fences, road crossings, and signs.....		8.40
Repairs of buildings, stations, and water-tanks.....		575.61
 Total	\$	 15,637.00

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives.....	\$	1,294.59
Repairs of passenger cars.....		192.07
Repairs of freight cars.....		1,247.89
<hr/>		
Total	\$	2,734.55
<hr/>		

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives.....	\$	6,181.21
Mail service.....		85.00
Oil and waste.....		495.98
Locomotive service.....		3,781.25
Bridge watchmen.....		207.00
Freight train service and supplies.....		2,694.28
Telegraph expenses (maintenance and operating).....		66.68
Damage and loss of freight and baggage.....		49.97
Damages to property and cattle.....		366.75
Agents and station service.....		5,861.19
Trackage paid Illinois Central Railroad.....		529.20
<hr/>		
Total	\$	20,318.41
<hr/>		

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks.....	\$	3,620.15
Legal expenses.....		25.80
Stationery and printing.....		460.20
Outside agencies and advertising.....		98.50
Taxes in Iowa		4,730.65
<hr/>		
Total.....	\$	8,935.30
<hr/>		

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings.....	\$	15,637.00
Maintenance of motive power and cars.....		2,734.55
Conducting transportation.....		20,318.41
General expenses, including taxes		8,935.30
<hr/>		
Total operating expenses and taxes	\$	47,625.26
<hr/>		

Operating expenses and taxes per mile of road (63.20 miles)... 753.57

GENERAL RECAPITULATION.

Total income.....	\$	82,458.57
Total operating expenses and taxes		47,625.26
Net income above operating expenses and taxes	\$	34,833.31
<hr/>		
Net income above operating expenses, taxes, and rental		None.
Gross income per train mile run (58,168 miles).....		1.55
Net income per train mile run (58,168 miles), cents.....		67.5
Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.		

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS
DECEMBER 31, 1881.

DEBIT.

Road bed, etc	\$ 800,000.00
Real estate.....	1,294.87
Construction.....	406,294.43
Hampton elevator.....	2,405.18
Telegraph construction.....	5,580.87
Equipment.....	34,894.35
Material in store.....	9,301.38
Tax certificates.....	4,951.14
Commercial National Bank.....	4,508.51
Total	<u>\$ 1,269,180.03</u>

CREDIT.

Capital stock, preferred	\$ 410,000.00
Capital stock, common.....	158,600.00
Construction bonds	630,000.00
Dubuque & Sioux City Railroad.....	28,023.16
Foreign ticket account.....	167.49
Tax aid, Franklin county.....	20,041.84
Tax aid, Butler county.....	16,780.87
Tax aid, Bremer county.....	3,599.23
Sumner donations.....	902.50
Income account.....	1,065.34
Total	<u>\$ 1,269,180.03</u>

BALANCE SHEET IN CASE CLOSING ENTRIES WERE MADE TO
JUNE 30, 1882.

DEBIT.

Construction	\$ 1,216,623.21
Real estate.....	3,699.85
Equipment.....	34,894.35
Material in store.....	13,946.41
Tax certificates paid for in stock.....	5,451.14
Coupons paid or due July 1, 1882	18,000.00
Income account.....	1,160.54
Road bed	\$ 800,000.00
Construction.....	406,294.43
Telegraph construction	5,580.87
Added to construction account, Jan. 1, 1882, to June 31, 1882	4,798.41
	<u>\$ 1,216,623.21</u>
	<u>\$ 1,293,775.50</u>

CREDIT.

Capital stock, preferred	\$ 410,000.00
Capital stock, common.....	159,100.00
Construction bonds	630,000.00
Dubuque & Sioux City Railroad Co.	45,284.16
Foreign ticket account.....	29.84
Illinois Central Railroad Co.	440.81
Tax aid, Franklin county	20,041.64
Tax aid, Butler county.....	16,814.11
Tax aid, Bremer county.....	8,687.94
Sumner donations.....	1,008.95
Commercial National Bank	2,368.05
	<hr/>
	\$ 1,293,775.50

DESCRIPTION OF ROAD.

Length main line of road from Sumner to Hampton, miles...	63.2
Total length of road belonging to this company, miles.....	63.2
Aggregate length of sidings and other tracks not above enumerated.....	3.3
Same in Iowa.....	3.3
Aggregate length of track, computed as single track, exclusive of sidings.....	63.2
Total length of steel rails in tracks in Iowa, exclusive of sidings, miles.....	31.16
Total length of iron rails in tracks in Iowa.....	32.04
Weight per yard, steel 45 pounds.	
Weights per yard, iron, 50 pounds.	
Gauge of track.....	4 ft. 8½ in.
Total miles of road operated by this company.....	63.2
Total miles road operated by this company in Iowa	63.2

STATIONS.

Number of stations on all roads owned by this company	10
Same in Iowa.....	10
Number of stations on all roads operated by this company.....	10
Same in Iowa.....	10
Number of telegraph offices in stations in Iowa	10

EMPLOYES.

Number of persons regularly employed on all roads operated by this company—28 track men and 30 others.....	58
Same in Iowa.....	58
Amount paid employes, including officials, on all roads operated by this company in Iowa	\$ 33,568.83

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges under 100 feet in length	14	840
Wooden, trestle, and pile.....	78	11,312

BOX CULVERTS IN IOWA.

Timber.....	176
-------------	-----

CATTLE-GUARDS.

Number in Iowa..... 120

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during
the year (feet B. M.)..... 246,552

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	KIND.	MATERIAL.	WHEN BUILT.	LENGTH IN FEET.
Mile 16, east of Waverly.....	Pile.....	Pine.....	Nov., 1881.....	332
Mile 16, east of Waverly.....	Pile.....	Pine.....	Nov., 1881.....	64
Mile 14, east of Waverly.....	Pile.....	Pine.....	Nov., 1881.....	10
Mile 12, east of Waverly.....	Pile.....	Pine.....	July, 1881.....	64
Mile 11, east of Waverly.....	Pile.....	Pine.....	July, 1881.....	272
Mile 9, east of Waverly.....	Pile.....	Pine.....	July, 1881.....	64
Mile 8, east of Waverly.....	Pile.....	Pine.....	July, 1881.....	64
Mile 6, east of Waverly.....	Pile.....	Pine.....	July, 1881.....	96
Mile 5, east of Waverly.....	Pile.....	Pine.....	July, 1881.....	176
Mile 4, east of Waverly.....	Pile.....	Pine.....	April, 1882.....	128
Mile 2, east of Waverly.....	Pile.....	Pine.....	Nov., 1881.....	368
Mile 1, west of Waverly.....	Pile.....	Pine.....	July and Aug., 1881.....	64
Mile 1, west of Waverly.....	Pile.....	Pine.....	July and Aug., 1881.....	48
Mile 2, west of Waverly.....	Pile.....	Pine.....	July and Aug., 1881.....	48
Mile 2, west of Waverly.....	Pile.....	Pine.....	July and Aug., 1881.....	48
Mile 3, west of Waverly.....	Pile.....	Pine.....	July and Aug., 1881.....	112
Mile 3, west of Waverly.....	Pile.....	Pine.....	July and Aug., 1881.....	96
Mile 3, west of Waverly.....	Pile.....	Pine.....	July and Aug., 1881.....	112
Mile 6, west of Waverly.....	Pile.....	Pine.....	July and Aug., 1881.....	48
Mile 8, west of Waverly.....	Pile.....	Pine.....	July and Aug., 1881.....	16
Mile 9, west of Waverly.....	Pile.....	Pine.....	July and Aug., 1881.....	48
Mile 11, west of Waverly.....	Pile.....	Pine.....	July and Aug., 1881.....	144
Mile 11, west of Waverly.....	Pile.....	Pine.....	July and Aug., 1881.....	64
Mile 12, west of Waverly.....	Pile.....	Pine.....	July and Aug., 1881.....	64
Mile 12, west of Waverly.....	Pile.....	Pine.....	July and Aug., 1881.....	48
Mile 13, west of Waverly.....	Pile.....	Pine.....	July and Aug., 1881.....	416
Mile 13, west of Waverly.....	Pile.....	Pine.....	July and Aug., 1881.....	416
Mile 13 to 23, inclusive of bridges.....	Pile.....	Pine.....	Sept. and Oct., 1881.....	714
Total				4,144

Give the average number of years that trestle and pile bridges last on your road in Iowa..... 9
Give the average number of years that wooden truss bridges last on your road in Iowa, supposed..... 9

ROAD-BED AND TRACK.

Number of track sections in Iowa	7
Average length of sections, miles.....	9
Average number of men in each section gang (including foremen).....	4
Number of new ties laid in track during the year, on 12 miles old track.....	2,790
Average number of new ties per mile of road.....	232
What is the average number of years that ties last in your track in Iowa? White oak; supposed eight years.	

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Illinois Central Railroad, at Waverley.

Burlington, Cedar Rapids & Northern Railroad, at Clarksville.

Number of highway crossings at grade.....	40
-------------------------------------------	----

FENCING IN IOWA.

How many miles of fencing have you on your road, rods.....	1,706
What is the average cost per rod, cents.....	61
What is the total cost of same	\$ 957.60
How many miles of new fencing have you built during the year, miles.....	53
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Bremer county.....	26.3
In Butler county.....	27.7
In Franklin county.....	9.2
Total miles.....	68.2

ROLLING STOCK.

	OWNED.	TOTAL.
Number of locomotives.....	2	2
Number of baggage, mail, and express cars, combination.....	1	1
Number of box freight cars.....	20	20
Number of stock cars.....	10	10
Number of platform cars.....	20	20
Number of other cars.....	8	8
Total.....	54	54
Average weight of locomotives and tenders, tons.....		28
Maximum weight of passenger cars, tons.....		20
Average weight of passenger cars, tons.....		20
Number of cars equipped with train brake, passenger.....		1
Kind of brake, common wheel.		

The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight:

Weight of engine, 28 tons.

160 tons exclusive.

320 tons including weight of cars.

68 feet grade, maximum.

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by freight trains during the year.....	58,168
--------------------------------------------------	--------

PASSENGER TRAFFIC.

Number of local passengers carried.....	25,211
Number of special ticket passengers carried.....	986
Number of 500 mile tickets.....	14
	26,191
Total number of passengers carried.....	26,191
Highest rate of fare per mile for any distance, cents.....	3
Lowest rate of fare per mile for any distance, cents.....	2
Average rate of fare per mile for all passengers, cents.....	2½

FREIGHT TRAFFIC.

Number of tons of local freight carried.....	41,500
Total tons of freight carried.....	41,500
Total mileage of local freight (tons carried one mile).....	830,000
Total freight mileage, or tons carried one mile	830,000

SPEED OF TRAINS IN IOWA.

Rate of speed of freight trains, including stops, mixed train, miles.....	18
------------------------------------------------------------------------------	----

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE
OF IOWA.

	TONS.	PER CENT.
Grain.....	15,280	37
Flour.....	250	6
Provisions (beef, pork, lard, etc.).....	60	
Animals.....	7,060	17
Other agricultural products.....	300	
Lumber and forest products.....	8,380	20
Coal.....	1,250	2
Plaster, lime, and cement	300	
Salt.....	230	
Petroleum.....	150	
Iron, steel, and castings.....	116	
Stone and brick.....	386	
Manufactures—articles shipped from point of production.....	60	
Merchandise, and other articles not enumerated above.....	7,678	18
Total tons carried	41,500	100

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express Company pay D. & D. R. R. Co. \$30 per month for messenger, and 12 cents per hundred weight for freight and general express business done, and the same delivered at stations.

TRANSPORTATION COMPANIES.

What amount have you paid other corporations, car loaning companies (stock companies), or individuals, *not operating railroads*, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each? Star Union Line, Pittsburgh, Pennsylvania, 80 cents; Blue Line, Rochester, New York, 35 cents.

U. S. MAIL IN IOWA.

What is the compensation paid you by the U. S. government for the transportation of its mails, and on what terms of service? \$52.16 per mile per annum.

TELEGRAPH.

How many miles of telegraph are owned by your company? 63.8. What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? None.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—J. B. Dumont, New York.

Secretary—R. C. Groves, Dubuque, Iowa.

Manager and Treasurer—C. H. Booth, Dubuque, Iowa.

Superintendent and Chief Engineer—A. C. Goodrich, Waverly, Iowa.

Superintendent of Telegraph—Fred. Woro, Hampton, Iowa.

Auditor and General Passenger Agent—W. J. Couch, Dubuque, Iowa.

General Freight Agent—C. H. Booth, Dubuque, Iowa.

Attorney—S. P. Adams, Dubuque, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

J. A. Roosevelt, New York, N. Y.

Morris K. Jessup, New York, N. Y.

J. B. Dumont, New York, N. Y.

Mason Thompson, New York, N. Y.

H. L. Stout, Dubuque, Iowa.

C. H. Booth, Dubuque, Iowa.

Rufus C. Groves, Dubuque, Iowa.

Date of annual meeting of stockholders, first Tuesday in April.

Fiscal year of company ends December 31st.

General offices of the company are located at Dubuque, Iowa.

STATE OF IOWA,
COUNTY OF DUBUQUE. } ss.

C. H. Booth, Manager, and W. J. Couch, Auditor of the Dubuque & Dakota Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of their knowledge and belief.

(Signed)

C. H. BOOTH,
Manager.
W. J. COUCH,
Auditor.

Subscribed and sworn to before me, this 28th day of September, A. D. 1882.
[L. S.] O. H. HARRIS,
Notary Public in and for Dubuque Co., Iowa.

Received and filed in the office of the Commissioners of Railroads, this
30th day of September, A. D. 1882.
E. G. MORGAN,
Secretary Board of Railroad Commissioners.

REPORT

OF THE

ILLINOIS CENTRAL RAILROAD COMPANY,

LESSEE OF THE DUBUQUE & SIOUX CITY, IOWA FALLS &
 SIOUX CITY, CEDAR FALLS & MINNESOTA
 RAILROAD COMPANIES,

FOR THE YEAR ENDING JUNE 30, 1882.

GENERAL EXHIBIT.

Total earnings	\$ 1,978,574.22
Total expenses, including taxes	1,043,619.35
Net earnings	934,954.87
Rentals, specifying amount paid to each company	773,652.35
Dubuque & Sioux City Railroad.....\$ 411,684.68	
Iowa Falls & Sioux City Railroad..... 248,597.87	
Cedar Falls & Minnesota Railroad..... 118,370.00	

ANALYSIS OF EARNINGS.

Earnings, passenger:

From local passengers.....\$ 460,886.17	
From through passengers..... 128,454.74	
From all passengers	588,840.91
From express.....	20,539.50
From mails.....	33,778.56
From other sources, passenger department.....	1,423.28

Total earnings, passenger department \$ 644,582.25

Earnings per train mile run, 870,805 miles..... 1.74

Earnings, freight:

From local.....\$ 704,392.97	
From through	607,127.87
From other sources, freight department.....	2,713.91

Total earnings, freight department \$ 1,314,234.55

Earnings per train mile run, 897,436 miles..... 1.47

Total transportation earnings..... 1,958,816.80

Earnings per train mile run, from all trains earning revenue,
 1,268,241 miles..... 1.54

Earnings per mile of road operated, 402.16 miles..... 4,870.74

Proportion of earnings for Iowa..... 1,058,816.80

Rents received for use of road..... 19,487.05

Rents received for use of stations, etc..... 290.87

Total income from all sources \$ 1,978,574.22

Proportion of income for Iowa..... \$ 1,978,574.22

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES.)

Repairs of road-bed and track.....	\$	142,199.59
Renewal of rails.....		29,113.58
No. tons laid, iron 2,203.15.		
Renewal of ties.....		49,950.32
No. laid, 117,166.		
Repairs of bridges, including culverts and cattle-guards.....		20,237.02
Repairs of fences, road-crossings, and signs.....		21,872.74
Repairs of buildings, stations, and water-tanks.....		14,213.46
Total.....	\$	277,586.71

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives.....	\$	54,650.46
Repairs of passenger cars.....		27,417.02
Repairs of freight cars.....		54,158.16
Total.....	\$	136,223.64

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives.....	\$	115,645.04
Water supply.....		11,701.74
Oil and waste.....		5,734.19
Locomotive service.....		88,621.76
Passenger train service.....		24,710.71
Passenger train supplies.....		8,061.31
Freight train service.....		50,240.21
Freight train supplies.....		11,057.19
Mileage of freight cars (debit balance).....		11,491.75
Telegraph expenses (maintenance and operating).....		17,178.60
Damage and loss of freight and baggage.....		5,047.00
Damage to property and cattle		10,454.96
Personal injuries		4,299.32
Agents and station service.....		87,315.63
Station supplies.....		10,204.47
Total	\$	461,763.88

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks.....	\$	52,935.74
Legal expenses.....		15,347.28
Insurance.....		4,625.07
Outside agencies and advertising.....		10,575.75
Contingencies.....		24,537.12
Taxes in Iowa		60,824.16
Total	\$	168,045.12
Rentals		779,652.85
Total	\$	941,697.47

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings.....	\$ 277,586.71
Maintenance of motive power and cars.....	136,228.64
Conducting transportation.....	461,763.88
General expenses, including taxes.....	168,045.12
 *Total operating expenses and taxes.....	 <u>\$ 1,043,619.35</u>
 Operating expenses and taxes per mile of road (\$ 1,043,619.35).\$	 2,595.04
Operating expenses and taxes per train mile run, for trains earning revenue (\$1,043,619.35). . . . .	.82
Proportion of operating expenses and taxes for Iowa.....	1,043,619.35
†Expenses of running and management of all trains earning revenue.....	498,443.86
Percentage of operating, expenses and taxes to earnings.....	53

GENERAL RECAPITULATION.

Total earnings	\$ 1,978,574.22
Total operating expenses and taxes.....	1,043,619.35
Net earnings above operating expenses and taxes.....	934,954.87
Net earnings above operating expenses, taxes, and rental.....	161,302.52

Gross earnings per train mile run 1,268,241, miles.....	\$1.56
Net earnings exclusive of rental per train mile run 1,268,241 miles.....	.74
Are charges for the transportation of the company's supplies included in the earnings as reported for your road ? No.	

DESCRIPTION OF ROAD.

Length main line of road from C. F. Junction to Mona, Du- buque to Sioux City.....	402.16
Aggregate length of sidings and other tracks not above enu- merated.....	38.68
Aggregate length of track, computed as single track, exclusive of sidings.....	402.16
Total length of steel rails in tracks in Iowa, exclusive of sidings	69.22
Total length of iron rails in tracks in Iowa, exclusive of sidings	382.94
Weights per yard, steel, 60 pounds.	
Weights per yard, iron 42 to 61 pounds.	
Gauge of track.....	4 ft. 8½ in

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY
THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:

Dubuque & Sioux City.....	142.89
Iowa Falls & Sioux City.....	188.69
Cedar Falls & Minnesota	75.58
 Total length of above roads in Iowa	 402.16
Total miles road operated by this company in Iowa.....	402.16

* No allowance made for general salaries, etc.

† In addition to above, we charge Iowa leased lines \$37,596 for engines and cars loaned.

STATIONS.

Number of stations on all roads operated by this company...	250
Same in Iowa.....	59
Number of telegraph offices in stations in Iowa.....	47

EMPLOYES.

Number of persons regularly employed on all roads operated by this company.....	5,292
Same in Iowa.....	1,014
Amount paid employes, including officials, on all roads operated by this company.....	\$ 3,015,053.92
Same in Iowa	583,173.39

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length.....	24	3,451
Iron bridges over 100 feet in length.....	1	110
Wooden truss bridges under 100 feet in length.....	29	4,930
Wooden trestle and pile.....	621	50,940

ARCH CULVERTS AND VIADUCTS IN IOWA.

With 20 feet opening or more.....	1 }	169
Less than 20 feet opening.....	17 }	

BOX CULVERTS IN IOWA.

Timber.....	20	63
Stone.....	143	384.75

CATTLE-GUARDS.

Number in Iowa.....	380
---------------------	-----

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of trestle work replaced with earth during the year (lineal feet).....	240
----------------------------------------------------------------------------------	-----

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	KIND.	MATERIAL.	WHEN BUILT.	LENGTH IN FEET.
D. & S. C. R. R.....	Pile.....	Wood.....	Sep., 1881	16
D. & S. C. R. R.....	Pile.....	Wood.....	Oot., 1881	43
D. & S. C. R. R.....	Pile	Wood.....	Dec., 1881	706
D. & S. C. R. R.....	Howe truss	Wood.....	June, 1882	115
C. F. & M. R. R.....	Pile.....	Wood.....	Aug., 1881	45
C. F. & M. R. R.....	Pile.....	Wood.....	Sep., 1881	175
Total.....				1,100

ROAD-BED AND TRACK.

Number of track sections in Iowa.....	65
Average length of sections.....	6.18
Average number of men in each section gang.....	5
Number of new ties laid in track during the year in Iowa	117,166
Average number of new ties per mile of road.....	291
New rails laid in track during the year in Iowa, iron, 699.51 tons, miles.....	7.42
Track laid with second hand rails during the year in Iowa, tons, 1,060.21; miles.....	18.9

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?
 Burlington, Cedar Rapids & Northern Railway, west of Independence.
 Burlington, Cedar Rapids & Northern Railway, west of Cedar Falls.
 Central Iowa Railroad, west of Ackley.
 Burlington, Cedar Rapids & Northern Railway, east of Iowa Falls.
 Chicago & Northwestern Railway, west of Webster City.
 Minneapolis & St. Louis Railway, west of Ft. Dodge.
 Sioux City & Pacific Railroad, at Sioux City.
 Dubuque & Dakota Railroad, north of Waverly.
 Chicago, Milwaukee & St. Paul Railway, south of Charles City.
 Des Moines & Ft. Dodge Railroad, at Tara.

What railroads cross your road, either over or under, and at what locality?
 Chicago, Milwaukee & St. Paul Railway, west of Delaware, under.

Number of highway crossings at grade.....	408
Number of highway crossings at which there are flagmen.....	5
Number of highway crossings over railroad.....	3
Number of highway crossings under railroad.....	8
Number of highway bridges 18 feet above track	3
Number of highway bridges less than 18 feet above track.....	None.

FENCING IN IOWA.

How many miles of fencing have you on your road..... 52.38

ROLLING STOCK.

	LEASED.	OWNED.	TOTAL.
Number of locomotives.....	16	29	45
Number of passenger cars.....	9	7	16
Number of baggage, mail, and express cars	5	9	14
Number of parlor and sleeping cars.....		3	3
Number of box freight cars.....			
Number of stock cars.....	206	1,016	1,222
Number of platform cars.....			
Number of coal cars.....			
Total.....			1,255

Maximum weight of locomotives and tenders, tons.....	67
Average weight of locomotives and tenders, tons.....	55
Number of locomotives equipped with train brake.....	12

Kind of brake, Westinghouse air brake.	
Maximum weight of passenger cars, tons.....	25
Average weight of passenger cars, tons.....	21
Number of cars equipped with train brake.....	33

Kind of brake, Westinghouse air brake.	
Number of passenger cars equipped with Miller platform and buffer.....	33

The amount of tonnage that can be carried over your road exclusive of cars,
by an engine of given weight. Weight of engine, 30 tons; 140 tons.

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year.....	370,805
Miles run by freight trains during the year.....	897,496
Miles run by switching trains during the year.....	158,308
Miles run by other trains during the year	24,343
 Total train mileage.....	 1,450,892

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains.....	4.24
Average weight of passenger trains, exclusive of passengers, tons.....	120
Average number of cars in freight trains.....	10.39
Average weight of freight trains, exclusive of freight, tons..	155

PASSENGER TRAFFIC.

Number of through passengers carried.....	41,729
Number of local passengers carried	365,988
 Total number of passengers carried.....	 407,717

Total passenger mileage, or passengers carried one mile.....	20,125,900
Average distance traveled by each passenger.....	49.30
Average amount received from each passenger.....\$	1.44
Average rate of fare per mile for all passengers, cents.....	2.92

FREIGHT TRAFFIC.

Number of tons of through freight carried.....	291,838
Number of tons of local freight carried.....	322,210
 Total tons of freight carried	 614,048
Total freight mileage, or tons carried one mile	78,560,200

Average rate per ton per mile received for all freight.....\$	1.68
Average rate per ton per mile received from freight to and from other roads.....	1.60
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa.....	35

CAR MILEAGE.

Number of miles run by loaded freight cars east and south...	9,768,185
Number of miles run by loaded freight cars in work trains....	235,681
Number of miles run by empty freight cars east and south...	3,036,572
Percentage of empty freight cars hauled both ways.....	28.7

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles.....	22
Rate of speed of freight trains, including stops, miles.....	11

**TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE
OF IOWA.**

	TONS.	PER CENT.
Grain.....	132,901	21.6
Flour.....	8,665	1.4
Provisions (beef, pork, lard, etc.).....	2,627	.4
Animals.....	68,820	11.2
Other agricultural products.....	25,680	4.2
Lumber and forest products.....	123,265	20.1
Coal.....	80,027	14.6
Salt.....	7,793	1.3
Oil of all kinds.....	5,332	.9
Manufactures—articles shipped from point of production.....	8,519	1.4
Merchandise, and other articles not enumerated above	140,819	22.9
Total tons carried.....	614,048	100

TONNAGE CROSSING THE MISSISSIPPI RIVER BRIDGE AT DU-BUQUE, IOWA, FOR THE YEAR ENDING JUNE 30TH, 1882.

West bound, number of tons.....	108,975
East bound, number of tons.....	183,463
Total tons.....	<u><u>291,438</u></u>

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express Company. We receive about \$20,500 per annum.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? All transportation lines can use these roads on payment of the usual rates. We have no contracts with any of them.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Illinois Central and Pullman sleeping cars. The usual rates for sleeping car accommodations.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangements by which these cars run on your road, the terms, and who receives the earnings. We pay usual mileage for Pullman cars; that company receives the earnings.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? About \$34,000 per annum.

What amount have you paid for receiving and delivering mail to and from stations on your road? At Dubuque, \$650 per annum; at Sioux City, \$270 per annum.

TELEGRAPH.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union Telegraph Co.; 402.16 miles.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1882.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881.			
July 26	D. P. Geary, brakeman.....		Fell out end of car.
August 10	B. F. Harg, brakeman.....		Coupling freight cars.
September 1	I. N. Gaines, brakeman.....		Fell off freight cars.
October 6	L. Harris, citizen.....		Walking across track.
October 20	A. Moran, citizen.....		Struck by St. Paul train.
December 30	D. Whalen, yard switchman		Uncoupling moving cars.
1882.			
March 16	Jno. Flanner, citizen.....		Walking on track.
March 27	H. D. Burke, yard switchman		Uncoupling cars in motion.
May 10	W. McDaniels, citizen.....		Walking or lying on track.
May 27	E. Ebert, citizen.....		Run over by lard car.
June 6	Hattie Johnson, a child three years old.		Drawling under freight cars.
June 14	Pat. McAvoy, citizen		Walking on track.
June 24	W. E. Orris, brakeman		Uncoupling moving freight cars.

INJURED.

1881.	6 E. Wright, brakeman		
July 16	John Bell, engineer		Fell from engine; right leg contused.
August 6	A. Heyward, boy 12 years old		Climbing between freight cars; foot crushed.
September 8	E. L. Warren, stevedore		Coupling freight cars; right hand bruised.
September 21	W. Boylston, brakeman		Fell from top of freight cars; body bruised.
September 30	G. D. Pratt, brakeman		Coupling freight cars; collar bone broken.
October 21	D. Kelsey, brakeman		Fell off car; arm broken.
November 8	P. Haney, brakeman		Uncoupling freight cars; flesh wound on hand.
December 5	A. S. Miller, brakeman		Coupling freight cars; arm dislocated.
December 5	John Welsh, brakeman		Coupling freight cars; arm broken.
December 18	W. Chonckdam, yard switchman		Fell off car; shoulder sprained.
December 22	W. Mitchell, brakeman		
1882.			
January 11	O. Loutz, citizen		Walking on bridge; leg broken.
January 19	J. W. Smith, brakeman		Coupling engine to freight car; body squeezed.
February 9	L. Hall, passenger		Climbing moving train; face scratched.

REPORT OF ACCIDENTS—CONTINUED.

INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1682.			
February	17 C. B. Miller, brakeman		Coupling freight cars; back sprained.
February	20 James McCue, brakeman		Coupling freight cars; hip bruised.
March	28 W. S. Wiley, fireman		Jumped from engine; hand sprained.
April	12 D. Hardin, yard switchman		Uncoupling freight cars; two fingers bruised.
April	21 A. Becker, citizen		Moving freight cars on side track; arm and body bruised.
April	26 A. Young, tramp		Climbing on train; foot contused.
MAY	2 A. J. Lawyer, passenger		Climbing moving train; foot contused.
MAY	20 W. Yusee, brakeman		Defective car ladder; back and hip bruised.

TABULAR STATEMENT OF ACCIDENTS.

CAUSE OF ACCIDENT.	KILLED.			INJURED.		
	Passenger.	Employee.	Others.	Passenger.	Employee.	Others.
Collisions.....	1
Coupling cars.....	3	.....	.....	.....	10
Uncoupling cars in motion.....	32	.....	.....	.....	2
Falling from trains.....	12	.....	.....	.....	4
Getting on and off trains.....	1	2	.....
Highway crossings.....	1	.....	.....	.....
Miscellaneous.....	1	.....	.....	2
Stealing rides.....	1
Trespassers on track.....	5	.....	.....	1
Total.....	6	7	2	17	4

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	13
Number of persons injured during the year	23
Number of persons killed or injured while intoxicated	4
Number of trespassers on track killed or injured.....	6
Number of tramps or others stealing rides killed or injured	1

STATE OF ILLINOIS,
COUNTY OF COOK. } ss.

W. K. Ackerman, President, and John C. Welling, Auditor of the Illinois Central Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of the company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of their knowledge and belief.

(Signed)

W. K. ACKERMAN.
J. C. WELLING.

Subscribed and sworn to before me, this 29th day of August, A. D. 1882.

[L. S.] JOHN DUNN,
*Commissioner for the State of Iowa in the State of Illinois, residing in
the State of Illinois.*

Received and filed in the office of the Commissioners of Railroads, this 30th day of August, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CEDAR FALLS & MINNESOTA RAILROAD

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association.....\$	2,550,000.00
Amount authorized by vote of company.....\$	1,586,500.00
Amount issued, number of shares; amount paid in	1,586,500.00
Total amount paid in as per books of the company.....	1,586,500.00

Amount of stock per mile of road.....\$	20,991.00
Amount of stock representing the road in Iowa.....	All.
Amount of stock held in Iowa.....	None.
Total number of stockholders.....	90
Number of stockholders in Iowa.....	None.

DEBT.

Funded debt as follows:

Bonds due 1884; rate of interest, 7 per cent.....\$	210,000.00
Interest paid on same during the year.....\$	14,700.00
Bonds due 1907; rate of interest, 7 per cent.....\$	1,377,000.00
Interest paid on same during the year.....\$	96,890.00
Total amount of funded debt.....\$	1,587,000.00

Amount of debt per mile of road	\$ 20,997.62
Total amount of stock and debt.....	3,173,500.00
Amount of stock and debt per mile of road.....	41,988.62

COST OF ROAD AND EQUIPMENT.

Total expended for construction.....\$ 3,173,500.00

Average cost of construction per mile of road (75.58 miles).	\$ 41,988.62
Proportion of cost of construction for Iowa. All in Iowa.	

CEDAR FALLS & MINNESOTA RAILROAD COMPANY. 307

GENERAL EXHIBIT.

Total earnings, fixed rental at \$1,500 per mile.....	\$ 113,370.00
Total expenses, including taxes.....	1,411.31
Net earnings.....	111,958.69
Interest on funded debt.....	111,090.00
Interest paid on funded debt	111,090.00
Dividends declared (per cent). None.	
Balance for the year.....	868.69
Income from other sources than rental. None.	
 Total income from all sources for the year.....	 <u>\$ 113,370.00</u>

SURPLUS.

The amount invested in railroad stocks	\$ 1,580.00
Give the name of each road, and the number of shares owned in each of them and the par value of shares:	
Minnesota & Southwestern R. R., stock.....	1,580.00
The amount of its own bonds owned by the company.....	114,000.00
Cash in sinking fund.	11,853.31

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS,
DECEMBER 31, 1881.

DEBIT.

Construction.....	\$ 3,173,500.00
Central Trust Co., New York.....	11,853.31
Sinking fund.....	10,866.42
Lands and lots.....	2,591.04
Minnesota & Southwestern Railroad stock.....	1,580.00
Cash with New York agents to pay coupons, due Jan. 1, 1882.	38,817.00
Cash in Dubuque.....	23.88
 Total.....	 <u>\$ 3,239,231.65</u>

CREDIT.

Capital stock.....	\$ 1,586,500.00
Bonds	1,473,000.00
Bonds in sinking fund, Central Trust Company, trustee.....	100,000.00
Bonds in agent's hands, New York.....	14,000.00
Cash in sinking fund, Central Trust Company, trustee.....	11,853.31
Coupons, monthly interest on \$210,000 bonds not due, credited 1871.....	2,450.00
Donations at time of construction.....	3,238.34
Income account.....	48,195.00
 Total.....	 <u>\$ 3,239,231.65</u>

**BALANCE SHEET AS WOULD HAVE BEEN SHOWN HAD BOOKS
BEEN CLOSED JUNE 30, 1882.**

DEBIT.

Construction.....	\$ 3,173,500.00
Central Trust Company, New York.....	11,853.31
Sinking fund.....	10,376.42
Lands and lots.....	2,588.44
Minnesota & Southwestern Railroad stock.....	1,580.00
Total	<u>\$ 3,199,898.17</u>

CREDIT.

Capital stock.....	\$ 1,586,500.00
Bonds	1,473,000.00
Bonds in sinking fund, Central Trust Company, trustee	100,000.00
Bonds in agent's hands, New York.....	14,000.00
Cash in sinking fund, Central Trust Company, trustee.....	11,853.31
Coupons, monthly interest on \$210,000, bonds not due, credited in 1871.....	2,450.00
Donations at time of construction, 1869	8,233.34
Agents in New York.....	8,140.99
Commercial National Bank	10.19
Income account.....	<u>710.34</u>
Total	<u>\$ 3,199,898.17</u>

DESCRIPTION OF ROAD.

Length main line of road from Cedar Falls to Mona, miles... 75.58

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—John S. Kennedy, New York City.

Secretary—C. H. Booth, Dubuque, Iowa.

Treasurer—C. H. Booth.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

John S. Kennedy, 63 William Street, New York.

D. Willis James, New York.

J. Kennedy Tod, New York.

O. H. Northcote, New York.

Jas. A. Roosevelt, New York.

Date of annual meeting of stockholders, second Monday in April.

Fiscal year of company from January 1st to December 31st, inclusive.

General offices of the company are located at Dubuque, Iowa.

STATE OF IOWA, } ss.
COUNTY OF DUBUQUE.

C. H. Booth, Secretary and Treasurer of the Cedar Falls and Minnesota Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed)

C. H. BOOTH,
Secretary and Treasurer.

Subscribed and sworn to before me, this 28th day of September, A. D. 1882.

[L. S.]

ED. W. DUNCAN,
Notary Public of Iowa, in and for Dubuque county.

Received and filed in the office of the Commissioners of Railroads, this 28th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

R E P O R T

OF THE

DUBUQUE & SIOUX CITY RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association	\$ 6,000,000.00
Amount authorized by vote of the company	5,000,000.00
Amount issued, number of shares, 49,993; amount paid in	\$ 4,999,800.00
Amount paid in on shares not issued, number of shares, scrip	650.63
Amount of preferred stock outstanding	100.00
Amount of scrip preferred	143.82
Scrip and preferred stock supposed to be lost and deposit of \$243.82 made in U. S. Trust Co., to redeem if ever presented.	
Total amount paid in as per books of the company	\$ 5,000,194.45
Amount of stock per mile of road	\$ 35,039.90
Amount of stock representing the road in Iowa. All in Iowa.	
Amount of stock held in Iowa	30,200.00
Total number of stockholders	394
Number of stockholders in Iowa	7

DEBT.

Funded debt as follows:

Bonds due 1883, rate of interest 7 per cent	\$ 286,000.00
Interest paid on same during the year	\$ 20,020.00
Bonds due 1894, rate of interest 7 per cent	586,000.00
Interest paid on same during the year	\$ 410.20

Total amount of funded debt

\$ 872,000.00

Contingent liability as guarantor of bonds or debts of other roads:

\$630,000 of bonds dated July 1, 1879, and running forty years at 6 per cent interest, as guaranteed by this company.

Total amount of debt liabilities

\$ 872,000.00

Amount of debt per mile of road	\$ 6,110.72
Total amount of stock and debt	5,872,194.45
Amount of stock and debt per mile of road	41,150.62

GENERAL EXHIBIT.

Total earnings (rental of 36 per cent of gross earnings)*.....\$	366,000.00
Total expenses, including taxes.....	6,098.83
Net earnings.....	359,901.17
Interest on funded debt.....	61,040.00
Interest paid on funded debt.....	61,040.00
Dividends declared (6 per cent), 2 of 3 per cent each	297,930.00
Balance for the year.....	913.17
Total income from all sources for the year\$	<u>366,000.00</u>

SURPLUS.

The amount invested in railroad bonds, the number of bonds, and the par value of each, the name of each road, and the amount invested in the bonds of each:

Dubuque & Dakota R. R. Co., bonds.....\$	4,000.00
------------------------------------------	----------

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS
DECEMBER 31, 1882.

DEBIT.

Railroad and appurtenances.....	\$ 5,621,112.71
Iowa Land & Loan Company stock.....	260,819.40
Dubuque & Dakota R. R. Co.....	33,383.16
Dubuque & Dakota R. R. Co. bonds.....	15,000.00
Loans receivable.....	40,000.00
U. S. Trust Co.....	243.82
Illinois Central R. R. Co.....	29,652.22
M. K. Jessup, President	16,537.76
Funds in bank at Dubuque (Commercial National).....	10.79
Total.....\$	<u>6,016,759.86</u>

CREDIT.

Capital stock, common.....\$	4,999,300.00
Capital stock, fractional share scrip, common.....	650.82
Capital stock, preferred.....	100.00
Capital stock, fractional share scrip, preferred.....	143.82
Dividend scrip, Nos. 1, 2, and 3.....	94.05
First mortgage bonds	295,500.00
Construction bonds, middle division.....	586,000.00
Iowa Land & Loan Co.....	15,612.50
Unclaimed dividends.....	17,089.81
Unpaid coupons.....	1,135.74
Income account.....	101,133.32
Total.....\$	<u>6,016,759.86</u>

*Small unadjusted balance due, full settlement being made at the end of calendar and fiscal year of the company.

BALANCE SHEET OF D. & S. C. R. R. CO'S BOOKS AS WOULD
HAVE APPEARED HAD BOOKS BEEN CLOSED JUNE 30, 1882.

DEBIT.

Railroad and appurtenances.....	\$ 5,621,112.71
Iowa Land & Loan Co. stock.....	280,819.40
Dubuque & Dakota R. R. Co.....	45,284.16
Dubuque & Dakota R. R. Co. bonds.....	4,000.00
Loans receivable.....	65,000.00
U. S. Trust Co.	243.82
M. K. Jessup, President.....	2,447.84
Cash in bank at Dubuque (Commercial National).....	23.72
Total.....	\$ 5,988,931.65

CREDIT.

Capital stock.....	\$ 4,999,900.00
Capital stock, fractional share scrip, common.....	650.62
Capital stock, preferred.....	100.00
Capital stock, fractional share scrip, preferred.....	148.82
Dividend scrip, Nos. 1, 2, and 3.....	94.05
First mortgage bonds.....	286,000.00
Construction bonds, middle division.....	586,000.00
Iowa Land & Loan Co.	15,612.50
Unpaid coupons.....	1,135.74
Unclaimed dividends.....	10,648.81
Iowa Homestead Co.	295.00
Income account.....	88,961.11
Total.....	\$ 5,988,931.65

DESCRIPTION OF ROAD.

Length main line of road from Dubuque to Iowa Falls,
miles..... 142.70

ADDITIONAL QUESTIONS.

LANDS—CONGRESSIONAL GRANT.

State the number of acres of land your company has already received from
the congressional grants? Full grant.
State the number of acres sold? The company has sold all its lands.
State the amount received from sales? I have not the books of the trustees
and cannot state answer to questions in relation to disposal of lands.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Morris K. Jessup, 52 Williams St., New York.

Vice-President—James A. Roosevelt, New York.

Secretary—C. H. Booth, Dubuque, Iowa.

Treasurer—Jno. B. Dumont, New York.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Morris K. Jessup, New York City.
James A. Roosevelt, New York City.
D. Willis James, New York City.
Jno F. Slater, Norwich, Connecticut.
Abram S. Hewitt, New York.
J. Pierpont Morgan, New York.
Lorenzo Blackstone, Norwich, Connecticut.
Mason Thompson, New York.
S. H. Herriman, New York.

Date of annual meeting of stockholders, second Monday in February.
Fiscal year of company ends December 31st.
General offices of the company located at Dubuque, Iowa.

STATE OF IOWA,
COUNTY OF DUBUQUE. { ss.

I, C. H. Booth, Secretary of the Dubuque & Sioux City, Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed)

[S. L. OF R. R.]

C. H. BOOTH,
Secretary.

Subscribed and sworn to before me, this 27th day of September, A. D. 1882.
[L. S.] ED. W. DUNCAN,
Notary Public of Iowa in and for Dubuque County.

Received and filed in the office of the Commissioners of Railroads, this
29th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

R E P O R T

OF THE

IOWA FALLS & SIOUX CITY RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association.....	\$ 6,000,000.00
Amount authorized by vote of the company. No vote on the question.	
Amount issued, number of shares, 48,250; amount paid in	4,625,000.00
Amount of common stock issued.....	4,625,000.00
Capital stock now outstanding	4,623,500.00
Total amount paid in as per books of the company.....	\$ 4,625,000.00
Amount of stock per mile of road.....	\$ 25,170.12
Amount of stock representing the road in Iowa.	4,623,500.00
Amount of stock held in Iowa.....	59,500.00
Total number of stockholders.....	364
Number of stockholders in Iowa.....	13

DEBT.

Funded debt as follows:

First mortgage bonds due October 1, 1917, rate of interest 7 per cent	\$ 2,947,500.00
Interest paid on same during the year.....	
Total amount of funded debt.....	\$ 2,947,500.00
Total amount of floating debt.....	144,474.82
Total amount of debt liabilities.....	\$ 3,091,974.82

Amount of debt per mile of road.....	\$ 16,892.57
Total amount of stock and debt	7,715,474.82
Amount of stock and debt per mile of road.....	42,002.69

COST OF ROAD AND EQUIPMENT.

Total expended for construction.....	\$ 7,585,000.00
Average cost of construction per mile of road (183.69 miles).....	\$ 41,292.40
Proportion of cost of construction for Iowa.....	7,585,000.00

GENERAL EXHIBIT.

Total income.....	\$ 1,035,696.86
Total expenses, including taxes.....	6,037.00
Net income.....	\$ 1,029,659.86
Interest accruing during the year.....	207,506.47
Interest paid during the year	206,825.00
Interest on funded debt.....	1,271.47
Interest on floating debt.....	277,410.00
Dividends declared, six per cent.....	544,653.89
Balance for the year—surplus.....	421,684.83
Balance at commencement of the year—surplus.....	968,338.22
Total income from all sources for the year.....	\$ 1,035,696.86

ANALYSIS OF INCOME.

Rents received for use of road:

Rental and drawback under lease	\$ 298,784.79
From land department.....	697,500.00
From dividends on Mo. Valley Land Company stock.....	1,640.00
From interest on loans.....	85,429.35
Account rental previous years.....	2,442.72
Total income from all sources.....	\$ 1,035,696.86

Proportion of income for Iowa.....	\$ 1,035,696.86
------------------------------------	-----------------

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

GENERAL EXPENSES.

Salaries of general officers.....	\$ 3,085.04
General expenses and clerk hire.....	2,951.96
Total.....	\$ 6,037.00

GENERAL RECAPITULATION.

Total income	\$ 1,035,696.86
Total expenses and taxes.....	6,037.00
Net income above expenses and taxes.....	\$ 1,029,659.86
Net income above expenses, taxes, and interest.....	822,063.89
Percentage of net income to stock and debt.....	10.65
Percentage of net income to cost of road.....	10.84

REPORT OF RAILROAD COMMISSIONERS.

SURPLUS.

Surplus at the commencement of the year.....	\$ 421,684.83
Surplus at the close of the year.....	966,338.22
The amount invested in stocks.....	8,800.00
Give the name of each road, and the number of shares owned in each of them and the par value of shares:	
Missouri Valley Land Company, 220 shares, par value, \$50 per share.	261,434.20
Amount in hands of treasurer and assistant treasurer.....	
The amount invested in railroad bonds, the number of bonds, and the par value of each, the name of each road, and the amount invested in the bonds of each:	
Improvement and protection fund, invested in the company's bonds.....\$ 127,821.25	
In loans drawing interest and in cash..... 674,045.31	801,866.56
Amount absorbed in construction.....	14,000.00
Amount in balances from other roads.....	24,712.28
	<hr/>
Deduct unfunded indebtedness.....	\$ 1,110,813.04
	<hr/>
	144,474.82
	<hr/>
	\$ 966,338.22
	<hr/>

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS
JUNE 30, 1882.

DEBIT.

Construction.....	\$ 7,585,000.00
Improvement and protection fund.....	801,866.56
Stock of Missouri Valley Land Company.....	8,800.00
Cash.....	161,434.20
Illinois Central Railroad Company.....	24,712.28
	<hr/>
Total.....	\$ 8,681,813.04
	<hr/>

CREDIT.

Capital stock.....	\$ 4,623,500.00
Funded debt.....	2,947,500.00
	<hr/>
Unfunded debt:	
Interest unpaid	105,070.00
Accounts payable.....	39,404.82
Profit and loss balance.....	966,338.22
	<hr/>
Total.....	\$ 8,681,813.04
	<hr/>

DESCRIPTION OF ROAD.

Length main line of road from Iowa Falls to Sioux City, Iowa.....	183.69
Total length of road belonging to this company.....	183.69
Weight per yard, iron rails 56 pounds.	
Gauge of track.....	4 ft. 8½ in.

ADDITIONAL QUESTIONS.

LAND—CONGRESSIONAL GRANT.

State the number of acres of land your company has already received from the congressional grants.....	683,076.55
State the number of acres yet to inure to your company from congressional grants. Not known.	
State the average price at which these lands have been sold or contracted by the company..... \$	6.76
State the number of acres sold.....	583,265.64
State the amount received from sales.....	1,513,202.53
State the amount unpaid on outstanding contracts.....	1,006,255.45
State the gross amount received from sales, contracts, forfeited contracts, etc., up to June 30, 1882.....	3,122,864.29
State the amount expended in sale and management of lands.	279,874.33
State the amount of taxes paid on lands ..	613,160.72
State the amount realized from the sale of lands above the expenses incurred in the management and taxes.....	2,229,829.24

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Horace Williams, Cedar Rapids, Iowa.
Vice-President—J. Van Deventer, Cedar Rapids, Iowa.
Secretary—P. E. Hall, Cedar Rapids, Iowa.
Treasurer—David P. Kimball, Boston, Massachusetts.
Assistant Treasurer—J. Van Deventer, Cedar Rapids, Iowa.
Land Commissioner—J. Van Deventer, Cedar Rapids, Iowa.
Auditor Land Department—P. E. Hall, Cedar Rapids, Iowa.
Auditor—Henry V. Ferguson, Cedar Rapids, Iowa.
Register of Lands—Chas. H. Clark, Cedar Rapids, Iowa.
Register of Stock—David P. Kimball, Boston, Massachusetts.
Attorneys—Joy & Wright, Sioux City, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Fred. L. Ames, North Easton, Massachusetts,
Oliver Ames, North Easton, Massachusetts.
John I. Blair, Blairstown, New Jersey.
D. C. Blair, Belvidere, New Jersey.
David P. Kimball, Boston, Massachusetts.
James Van Deventer, Clinton Iowa.
Horace Williams, Clinton, Iowa.

Date of annual meeting of stockholders, third Wednesday in May.
Fiscal year of company ends, March 31st.
General offices of the company are located at Cedar Rapids, Iowa.

STATE OF IOWA, { ss.
COUNTY OF LINN. }

P. E. Hall, Secretary, and Henry V. Ferguson, Auditor, of the Iowa Falls & Sioux City Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of their knowledge and belief.

(Signed)
[L. S. OF R. R.]

P. E. HALL.
HENRY V. FERGUSON.

Subscribed and sworn to before me, this 8th day of September, A. D. 1882.

[L. S.]

CHAS. H. CLARK,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this
15th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

R E P O R T

OF THE

MINNEAPOLIS & ST. LOUIS RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association.....\$	20,000,000.00
Amount authorized by vote of the company.....	10,000,000.00
Amount issued, number of shares 95,887; amount paid in.....\$	
Amount of common stock issued.....	5,588,700.00
Amount of preferred stock issued, and conditions of prefer- ment.....	4,000,000.00
Preferred stock receives seven per cent per annum dividends out of any money available for that purpose, before the common receives any dividend. All the stock of this company issued was issued to take up and retire the stock of the consolidating companies.	
Total amount paid in as per books of the company.....\$	<u>9,588,700.00</u>
Amount of stock per mile of road.....\$	27,396.00
Amount of stock representing the road in Iowa.	3,780,648.00
Amount of stock held in Iowa. Not known.	
Total number of stockholders.....	197
Number of stockholders in Iowa. Not known.	

DEBT.

Funded debt as follows:

First mortgage bonds, due 1907; rate of interest 7 per cent.....\$	455,000.00
Interest paid on same during the year\$	31,850.00
First mortgage bonds, due 1927; rate of interest 7 per cent.....	950,000.00
Interest paid on same during the year.....\$	68,500.00
First mortgage bonds, due 1907; rate of interest 7 per cent.....	280,000.00
Interest paid on same during the year.....\$	19,800.00
First mortgage bonds, due 1909; interest, 7 per cent.....	1,015,000.00
Interest paid.....\$	71,050.00
First mortgage bonds, due 1910; interest, 7 per cent.....	123,000.00
Interest paid.....\$	8,810.00
First mortgage bonds, due 1910; interest, 7 per cent.....	636,000.00
Interest paid.....\$	44,520.00
First mortgage bonds, due 1920; interest, 6 per cent.....	930,000.00
Interest paid.....\$	55,800.00
First mortgage bonds, due 1890; interest, 7 per cent.....	500,000.00
Interest paid.....\$	35,000.00
First mortgage bonds, due 1901; interest, 6 per cent.....	100,000.00
Interest paid.....\$	6,000.00
First mortgage bonds, due 1932; interest, 6 per cent.....	800,000.00
Interest paid.....\$	48,000.00

Total amount of funded debt.....\$ 5,789,000.00

Floating debt:

Incurred for construction.....\$	245,146.01
Incurred for equipment.....	1,437,855.74
Incurred for real estate.....	69,500.00
Total amount of floating debt.....	<u>1,752,501.75</u>

Total amount of debt liabilities

Amount of debt per mile of road	\$ 21,514.99
Total amount of stock and debt	17,130,201.75
Amount of stock and debt per mile of road....	48,873.61

COST OF ROAD AND EQUIPMENT.

Total expended for construction	\$ 14,482,626.43
Average cost of construction per mile of road (350½ miles)...	41,262.84
Proportion of cost of construction for Iowa.....	5,894,271.92

COST OF EQUIPMENT.

Locomotives	\$ 742,867.65
Passenger, mail, baggage, and express cars.....	
Parlor, dining, and sleeping cars	{ 1,841,042.97
Freight and other cars.....	
Wrecking cars, pile-drivers, and tools	4,493.48
Total for equipment	2,088,404.10
Average cost of equipment per mile of road operated by company (350½ miles).....	5,958.35.7
Proportion of cost of equipment for Iowa.....\$ 822,253.68	
Total cost of road and equipment	<u>\$ 16,551,030.53</u>
Average cost of road and equipment per mile (350½ miles)....	50,902.00
Proportion of cost of road and equipment for Iowa	6,535,567.22
Average cost of road and equipment per mile in Iowa (350½ miles)	46,951.54

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN
INCREASED DURING THE YEAR.

Grading.....	\$ 208,789.02
Bridging and masonry.....	72,798.94
Superstructure, including rails.....	1,881,810.48
Land, land damages, and fences.....	121,935.19
Passenger and freight stations, coal sheds, and water stations.....	52,653.69
Engine houses, car sheds and turn tables.....	3,124.73
Machine shops, including machinery and tools.....	100,141.79
Engineering, agencies, salaries, and other expenses during construction.....	25,464.11
Miscellaneous items.....	31,293.17
Discount on bonds sold.....	170,250.00
Total for construction	\$ 2,118,239.12

EQUIPMENT.

Locomotives, number.....	\$ 81	\$ 568,435.07
Passenger, mail, baggage, and express cars, number....	19	87,446.14
Freight and other cars, number	678	604,405.77
Total for equipment.....		\$ 1,260,286.98
Total expenditures charged to property accounts.....		\$ 3,378,526.10
Net addition to property account for the year.....		\$ 1,848,058.47

GENERAL EXHIBIT.

Total earnings.....	\$ 1,453,878.48
Total expenses, including taxes	1,175,406.20
Net earnings.....	278,472.28
Interest accruing during the year.....	489,219.76
Interest paid during the year.....	489,219.76
Interest on funded debt.....	386,930.00
Interest paid on funded debt	386,930.00
Interest on floating debt	102,289.76
Interest paid on floating debt	102,289.76
Total income from all sources for the year	\$ 1,453,878.48

ANALYSIS OF EARNINGS.

Earnings, passenger:

From local passengers.....	\$ 161,954.54
From through passengers	99,671.92
From all passengers and extra baggage.....	\$ 261,626.46
From express.....	10,824.13
From mails	23,144.62
From other sources, passenger department	

Total earnings, passenger department..... \$ 295,595.21
 Earnings per train mile run (264,550 miles)..... \$1.11.36

Earnings, freight:

From local.....	\$ 663,415.89
From through	444,967.89
From other sources, freight department.....	46,899.69

Total earnings, freight department \$ 1,158,283.27 Earnings per train mile run (884,007 miles)..... \$ 1.31.98 |

Total transportation earnings.....	\$ 1,453,878.48
Earnings per train mile run, from all trains earning revenue (1,148,557 miles).....	\$ 1.26.6
Earnings per mile of road operated (360½ miles)....	4,148.01
Proportion of earnings for Iowa	347,404.25

Total income from all sources..... \$ 1,453,878.48
 Proportion of income for Iowa..... \$ 347,404.25

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track.....	\$ 182,842.02
Repairs of bridges, including culverts and cattle-guards.....	15,805.31
Repairs of fences, road-crossings, and signs.....	888.38
Repairs of buildings, stations, and water-tanks	6,764.40
Total.....	\$ 206,100.11

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives.....	\$ 76,952.21
Repairs of passenger and freight cars	97,706.48
Total	\$ 174,658.69

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel	\$ 194,984.56
Water supply.....	10,706.73
Oil and waste.....	14,219.82
Locomotive service.....	118,292.95
Train service and supplies	98,837.22
Mileage of freight cars (debit balance)	11,291.98
Telegraph expenses (maintenance and operating).....	23,981.65
Damage and loss of freight and baggage.....	10,751.73
Damage to property and cattle	12,896.86
Personal injuries	8,827.56
Agents and station service and supplies.....	159,505.25
 Total	 <u>\$ 664,096.31</u>

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks.....	\$ 51,904.48
Legal expenses.....	7,502.60
Insurance.....	10,196.54
Stationery	437.40
Outside agencies, advertising, and printing.....	13,179.77
Contingencies	12,378.99
Taxes in Iowa.....	\$ 6,110.54
Taxes in other States.....	28,930.77
Total taxes	 <u>35,041.31</u>
 Total	 <u>\$ 130,551.09</u>

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings.....	\$ 206,100.11
Maintenance of motive power and cars.....	174,658.69
Conducting transportation.....	664,096.31
General expenses, including taxes.....	130,551.09
 Total operating expenses and taxes	 <u>\$ 1,175,406.20</u>
 Operating expenses and taxes per mile of road	\$ 8,353.51
Operating expenses and taxes per train mile run, for trains earning revenue (1,578,685 miles) .....	.74.46
Proportion of operating expenses and taxes for Iowa.....	458,745.98
Expenses of running and management of all trains earning revenue	1,175,406.20
Percentage of expenses to income.....	.80.82

GENERAL RECAPITULATION.

Total income.....	\$ 1,453,878.48
Total operating expenses and taxes.....	1,175,406.20
Net income above operating expenses and taxes.....	278,472.28
Net income above operating expenses, taxes, interest, and rental (deficit).....	210,747.48
 Gross income per train mile run (1,578,685 miles) .....	.92.16
Net income per train mile run. None.	
Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.	

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS,
JUNE 30, 1882.

DEBIT.

Cash	\$ 102,474.63
Material and supplies	156,836.75
Construction account	17,841,152.53
Due from agents and companies	95,326.46
Interest on bonds	423,141.83
<hr/>	
Total	\$ 18,618,932.20
<hr/>	

CREDIT.

Vouchers and accounts	\$ 1,360,130.57
Capital stock	9,588,700.00
Funded debt	5,789,000.00
Bills payable	1,752,501.75
Profit and loss	128,599.88
<hr/>	
Total	\$ 18,618,932.20
<hr/>	

DESCRIPTION OF ROAD.

Length main line of road from Minneapolis to Norman, miles,	122
Length of main line of road in Iowa, Norman to Angus.....	138
Branches owned by this company:	
Coal Branch, Kalo Junction to Kalo, Iowa	3
Minneapolis to White Bear	15
Wyoming to Taylor's Falls (21 miles, half)	10.5
Hopkins to Winthrop.....	62
Total length of branches owned by this company.....	90.5
Total length of branches belonging to this company in Iowa..	3
Total length of road belonging to this company, miles.....	350.5
Aggregate length of sidings and other tracks not above enumerated. Cannot state.	
Same in Iowa. Cannot state.	
Aggregate length of track computed as single track, exclusive of sidings	350.5
Same in Iowa.....	141
Total length of rails in tracks in Iowa, exclusive of sidings. All iron.	
Weights per yard, iron, 50 pounds.	
Gauge of track (standard).....	4 ft., 8½ in.
Total miles of road operated by this company.....	350½
Total miles road operated by this company in Iowa.....	141

STATIONS.

Number of stations on all roads owned by this company.....	46
Same in Iowa.....	14
Number of stations on all roads operated by this company.....	46
Same in Iowa.....	14
Number of telegraph offices in stations in Iowa.....	14

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	2,688
Amount paid employees, including officials, on all roads operated by this company.....	\$ 922,469.04
Same in Iowa. Cannot give it.	

BRIDGES IN IOWA.

	AGGREGATE NO. LENGTH.
Wooden truss bridges over 100 feet in length.....	1 168
Combination bridges over 100 feet in length.....	3 360
Combination bridges under 100 feet in length.....	3 198
Wooden trestle and pile.....	70 4,805

BOX CULVERTS IN IOWA.

Timber.....	166
Stone, tile	25

CATTLE-GUARDS.

Number of in Iowa.....	87
------------------------	----

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet, B. M.).....	73,462
----------------------------------------------------------------------------------------	--------

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	KIND.	MATERIAL.	WHEN BUILT.	LENGTH IN FEET.
Webster county.....	Trestle.....	Wood.....	1882.....	198
Webster county.....	Trestle.....	Wood.....	1882.....	48
Webster county.....	Trestle.....	Wood.....	1882.....	64
Webster county.....	Trestle.....	Wood.....	1883.....	144
Webster county.....	Trestle.....	Wood.....	1882.....	48
Webster county.....	Trestle.....	Wood.....	1883.....	84
Total.....				516

Give the average number of years the trestle and pile bridges last on your road in Iowa. None worn out.

Give the average number of years that wooden truss bridges last on your road in Iowa. None worn out.

ROAD-BED AND TRACK.

Number of track sections in Iowa.....	26
Average length of sections, miles.....	5
Average number of men in each section gang.....	4
Number of new ties laid in track during the year in Iowa....	3,500
What is the average number of years that ties last in your track in Iowa? Not in use long enough to obtain a fair average.	

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago, Milwaukee & St. Paul R. R., at Britt.
 Chicago & Northwestern R. R., at Vernon.
 Burlington, Cedar Rapids & Northern R. R., at Livermore.
 Illinois Central R. R., at Ft. Dodge.
 Chicago & Northwestern R. R., at Ogden.
 Des Moines & Fort Dodge R. R., at Angus.

What railroads cross your road, either over or under, and at what locality?

Chicago & Northwestern R. R., at Humboldt, over.
 Chicago & Northwestern R. R., at Dayton, under.

Number of highway crossing at grade.....	86
------------------------------------------	----

FENCING IN IOWA.

How many miles of fencing have you on your road	17
What is the average cost per rod.....	.85
What is the total cost of same.....	\$ 4,624.00

ROLLING STOCK.

	OWNED.	TOTAL.
Number of locomotives.....	69	69
Number of passenger cars.....	18	18
Number of baggage, mail, and express cars.....	7	7
Number of box freight cars.....	1,192	1,192
Number of stock cars.....	53	53
Number of platform cars.....	163	163
Number of coal cars.....	498	498
Number of other cars, including caboose.....	30	30
 Total.....		 1,961
 Maximum weight of locomotives and tenders, tons.....		61
Average weight of locomotives and tenders, tons.....		58
Number of locomotives equipped with train brake.....		20
Kind of brake, Westinghouse air.		
Number of cars equipped with train brake.....		25
Kind of brake, Westinghouse air.		
Number of passenger cars equipped with Miller platform and buffer.....		25

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year, Iowa, 53,816,	
Minnesota, 201,888	255,204
Miles run by freight and mixed trains during the year, Iowa,	
172,677, Minnesota, 627,221	799,898
Miles run by switching trains during the year.....	93,455
Miles run by work trains during the year.....	430,128
 Total train mileage	 1,578,685

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains.....	3
Average number of cars in freight trains.....	20

PASSENGER TRAFFIC.

Number of through passengers carried.....	65,657
Number of local passengers carried.....	174,944
Number of special ticket passengers carried.....	3,215

Total number of passengers carried..... 243,816

Total passenger mileage, or passengers carried one mile.....	9,132,318
Average distance traveled by each passenger, miles	37.4
Average amount received from each passenger.....\$	1.073
Highest rate of fare per mile for any distance, cents.....	4.4
Average rate of fare per mile for all passengers, cents	2.8

FREIGHT TRAFFIC.

Number of tons of through freight carried.....	523,398
Number of tons of local freight carried.....	444,419

Total tons of freight carried..... 967,817

Total mileage of through freight, tons carried one mile.....	77,075,607
Total mileage of local freight, tons carried one mile.....	65,452,581

Total freight mileage, or tons carried one mile..... 142,528

Average rate per ton per mile received for through freight, cts.	.005.815
Average rate per ton per mile received for local freight, cts...	.010.14
Average rate per ton per mile received for all freight, cts....	.007.87
Average rate per ton per mile received from freight to and from other roads, cents .....	.008.76
Percentage of freight originating at, and carried to stations in Iowa, to total freight carried in Iowa, 60,879 tons.....	26.3

CAR MILEAGE.

Number of miles run by loaded freight cars east and south...	2,860,594
Number of miles run by loaded freight cars west and north..	6,282,882
Number of miles run by empty freight cars east and south...	3,703,658
Number of miles run by empty freight cars west and north..	682,044
Percentage of empty freight cars hauled south to all freight cars hauled south.....	56.42
Percentage of empty freight cars hauled north to all freight cars hauled north.....	9.79

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour.....	22
Rate of speed of freight trains, including stops, miles per hour.	12

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	82,807	8.56
Flour	138,191	14.28
Provisions (beef, pork, lard, etc.).....	3,448	.36
Animals	10,700	1.10
Other agricultural products.....	9,170	.94
Lumber and forest products.....	199,060	20.58
Coal	300,706	31.07
Plaster, lime, and cement.....	6,103	.63
Salt	4,983	.51
Petroleum and oil.....	1,771	.18
Iron, steel, and castings.....	78,249	8.08
Stone and brick.....	16,118	1.67
Manufactures—articles shipped from point of production.....	9,654	1.00
Merchandise, and other articles not enumerated above.....	106,867	11.04
Total tons carried.....	967,817	100

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

Cannot give details, Iowa tonnage not kept separate.

	TONS.	PER CENT.
Total tons carried.....	231,269	.270

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American, special and one-half first-class rates. Take freight at depot. United States, special and one-half first-class rates. Take freight at depot.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Pullman; two dollars per berth to Chicago; three dollars per berth to St. Louis.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. We pay the Pullman Company mileage.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service? Route No. 26,021, White Bear to Ft. Dodge, \$71.82 per mile, for 225.48 miles.

What amount have you paid for receiving and delivering mail to and from stations on your road? None.

TELEGRAPH.

How many miles of telegraph are owned by your company? None.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1882.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881. October 8	Unknown.....	$\frac{1}{2}$ mile south of I. C. crossing at Ft. D.	Found dead on track.
1882. January 12	Sharpenburg, a miner.....	Kalo.....	Own carelessness.
*July 20	John Maddox.....	Kalo junction.....	Fall from tank.

INJURED.

1881. August 30	Mrs. H. J. Mathews, Denison, Iowa.....	Vernon.....	Train backed out of side track into rear end of train standing on main track. Passengers injured were in way car of train on main track.
August 30	Mr., Catharine Hover, Ft. Dodge.....	Vernon.....	{ } Coupling; lack of caution.
August 30	E. H. Ristuk, Oconomowoo, Wis.....	Vernon.....	Coupling; lack of caution.
September 24	W. L. Syphier, yard master.....	Ft. Dodge.....	Coupling; lack of caution.
September 24	G. Hoff, switchman.....	Ft. Dodge.....	Coupling; lack of caution.
October 28	R. T. Allen, switchman.....	Ft. Dodge.....	Coupling; lack of caution.
December 13	M. F. Langley, brakeman.....	Humboldt.....	Fall from train; unavoidable.
December 17	A. A. Quay, brakeman.....	Humboldt.....	Coupling; lack of caution.
1882. January —	Frank Gibbs, section foreman.....	Orgen.....	Fall from hand car.
February 11	W. B. Gilday, switchman.....	Ft. Dodge.....	Switching; lack of caution.

*This should not have been reported in this report.—COMMISSIONERS.

TABULAR STATEMENT OF ACCIDENTS.

CAUSE OF ACCIDENT.	KILLED.			INJURED.		
	Passenger.	Employee.	Others.	Passenger.	Employee.	Others.
Collisions.....				3		
Coupling cars.....				4		
Falling from trains.....		1		1		
Miscellaneous.....				2		
Stealing rides.....			1			
Trespassers on tracks.....		1				
Total.....	1	2	3	7		

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year.....	3
Number of persons injured during the year.....	10
Number of casualties purely accidental during the entire year.....	6
Number resulting from lack of caution, carelessness, or misconduct.....	7
Number of trespassers on track killed or injured.....	1
Number of tramps or others stealing rides killed or injured.....	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—R. R. Cable, Minneapolis.
Vice-President—A. B. Stickney, Minneapolis.
Secretary—M. P. Hawkins, Minneapolis.
Treasurer—A. H. Bode, Minneapolis.
General Manager—C. H. Hudson, Minneapolis.
Superintendent—E. Ryder, Minneapolis.
Chief Engineer—W. W. Rich, Minneapolis.
Auditor—F. W. Partridge, Minneapolis.
General Passenger Agent and Traffic Manager—A. H. Bode, Minneapolis.
Attorney—J. D. Springer, Minneapolis.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

R. R. Cable, Chicago, Illinois.
A. B. Stickney, St. Paul, Minnesota.
H. H. Porter, Chicago, Illinois.
W. D. Washburn, Minneapolis, Minnesota.
Benjamin Brewster, New York City.
W. R. Merriam, St. Paul, Minnesota.
T. F. Withrow, Chicago, Illinois.
W. W. McNair, Minneapolis, Minnesota.
H. R. Bishop, New York City.

Date of annual meeting of stockholders, 1st Tuesday in October.

Fiscal year of company ends December 31st.

General offices of the company are located at Minneapolis, Minnesota.

STATE OF MINNESOTA,
COUNTY OF HENNEPIN. } ss.

C. H. Hudson, General Manager of the Minneapolis & St. Louis Railway Company, being duly sworn, depose and say that he has caused the fore-

going statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.
(Signed)

C. H. HUDSON.

Subscribed and sworn to before me, this 21st day of September, A. D. 1882.

[L. S.]

M. P. HAWKINS,

Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 25th day of September A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

R E P O R T

OF THE

SIOUX CITY & PACIFIC RAILROAD COMPANY.

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association ..\$	6,000,000.00
Amount authorized by vote of company.....	2,068,400.00
Amount issued, number of shares, 20,684; amount paid in....\$	2,068,400.00
Amount of common stock issued.....	1,899,400.00
Amount of preferred stock issued, and conditions of preference.....	169,000.00
(Interest 7 per cent per annum, payable semi-annually, on April 1st and October 1st, and secured by first mort- gage on road between Missouri Valley and California Junction, Iowa.)	
Total amount paid in as per books of the company ..\$	<u>2,068,400.00</u>
Amount of stock per mile of road	\$ 19,255.26
Amount of stock representing the road in Iowa.	1,530,700.00
Amount of stock held in Iowa	33,500.00
Total number of stockholders.....	85
Number of stockholders in Iowa.....	12

DEBT.

Funded debt as follows:

First mortgage bonds due January 1, 1898, rate of interest, six per cent.....	\$ 1,628,000.00
Interest paid on same during the year.....	
Second mortgage United States subsidy, due January 1, 1898, rate of interest, six per cent	1,628,320.00
Interest paid on same during the year.....	
Total amount of funded debt.....	\$ 3,256,320.00
Total amount of floating debt.....	2,386,787.21
Contingent liability as guarantor of bonds or debts of other roads: This company, in connection with the companies owning the line from Chicago to Missouri Valley, Iowa, has agreed to contribute an amount necessary in addition to the rental of the extensions of the Fremont, Elkhorn & Missouri Valley Railroad west of Wisner, Nebraska, to meet the interest on the bonds of such extensions, issued for the actual cost thereof, in proportion to the earnings of the contributing lines, derived from such extensions.	
Total amount of debt liabilities.....	\$ 5,643,107.21

Amount of debt per mile of road.....	\$ 52,533.11
Total amount of stock and debt.....	7,711,507.21
Amount of stock and debt per mile of road.....	71,788.37

COST OF ROAD AND EQUIPMENT.

Total cost of road and equipment.....	\$ 5,426,659.18
Average cost of road and equipment per mile (172.42 miles) ..	\$ 50,518.15
Proportion of cost of road and equipment for Iowa.....	4,068,497.38
Average cost of road and equipment per mile in Iowa, (80.47 miles).....	50,497.06

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN
INCREASED DURING THE YEAR.

Bridging and masonry.....	\$ 744.70
Superstructure, including rails.....	3,624.70
Land, land damages, and fences	9,988.63
Passenger and freight stations, coal sheds, and water stations.	6,668.35
Machine shops, including machinery and tools.....	127.72

Total for construction.....	\$ 21,154.10
-----------------------------	--------------

EQUIPMENT.

Total for equipment.....	\$ 8,278.93
Total expenditures charged to property accounts.....	\$ 29,433.03

Amount the capital has been increased by stock or other divi- dends that is not represented by actual increase of prop- erty—dividing surplus or any other increase.....	None.
Net addition to property account for the year.....	\$ 29,433.03

GENERAL EXHIBIT.

Total earnings.....	\$	754,076.21
Total expenses including taxes.....		716,358.55
Net earnings.....		37,717.66
Rentals, specifying amount paid to each company:		
Fremont, Elkhorn & Missouri Valley Railroad.....		72,783.48
Interest accruing during the year.....		224,055.51
Interest paid during the year		59,446.81
Interest on funded debt.....		195,379.20
Interest paid on funded debt.....		30,780.00
Interest on floating debt.....		28,668.31
Interest paid on floating debt.....		28,060.81
Dividends declared (7 per cent.) Interest paid on preferred stock, secured by mortgage.....		11,830.00
Balance for the year, deficit.....		261,303.54
Interest falling due during the year and not paid.....		161,590.20
Balance at commencement of the year, deficit.....		1,206,664.26
Balance at the close of the year, June 30, 1882, deficit.....		1,467,907.80
Income from other sources than earnings.....		9,637.79
 Total income from all sources for the year.....	\$	 <u>763,714.00</u>

ANALYSIS OF EARNINGS.

Earnings, passenger:

From local passengers.....	\$	124,596.58
From through passengers		<u>98,685.38</u>
 From all passengers.....	\$	 223,281.96
From express and baggage.....		12,349.41
From mails.....		16,260.90
From other sources, passenger department.....		6,000.00
 Total earnings, passenger department.....	\$	 252,501.27

Earnings per train mile run (210,854 miles)..... \$1.19.75

Earnings, freight:

From local.....	\$	200,591.64
From through.....		290,302.57
Other sources, freight department.....		39.18

Total earnings, freight department.....	\$	490,933.34
Earnings per train mile run (253,130 miles)	\$	1.93.95

Total transportation earnings.....	\$	748,434.61
Earnings per train mile run, from all trains earning revenue (463,984 miles).....	\$	1.60.23
Earnings per mile of road operated (313.39 miles).....	\$	2,372.23
Proportion of earnings for Iowa.....		332,917.55
Rents received for use of stations, etc.....		5,079.24
Car mileage (credit balances) freight		3,850.23
Income from all other sources.....		1,718.14

Total income from all sources.....	\$	754,076.21
Proportion of income for Iowa.....	\$	340,332.93

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track.....	\$	111,095.55
Renewal of rails.....		43,308.24
No. tons laid, steel, none.		
No. tons laid, iron, 1,220.16 tons.		
Renewal of ties.....		53,701.24
No. laid, 105,598.		
Repairs of bridges, including culverts and cattle-guards.....		21,714.16
Repairs of fences, road-crossings, and signs.....		1,907.88
Repairs of buildings, stations, and water-tanks.....		15,598.98
Total.....	\$	247,321.00

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives.....	\$	38,721.45
Repairs of passenger cars.....		18,978.16
Repairs of freight cars.....		23,487.49
Total.....	\$	71,162.10

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives.....	\$	80,998.55
Water supply.....		2,067.45
Oil and waste.....		5,212.03
Locomotive service.....		44,737.42
Passenger train service.....		10,899.35
Passenger train supplies.....		3,827.35
Mileage of passenger cars (debit balance).....		1,297.23
Freight train service.....		26,751.53
Freight train supplies.....		1,899.33
Telegraph expenses (maintenance and operating).....		8,128.61
Damage and loss of freight and baggage.....		1,327.18
Damage to property and cattle.....		6,717.21
Personal injuries.....		7,537.83
Agents and station service.....		36,690.43
Station supplies.....		5,975.94
Total.....	\$	243,367.46

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks.....	\$	28,693.09
Legal expenses.....		1,554.58
Insurance.....		3,032.33
Stationery and printing.....		6,047.66
Outside agencies and advertising.....		4,606.15
Contingencies.....		6,201.47
Expense of ferry.....		67,782.37
Taxes in Iowa.....	\$	10,432.04
Taxes in other States.....		24,957.70
Total taxes.....		35,390.34
Total.....	\$	154,507.99

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings.....	\$ 247,321.00
Maintenance of motive power and cars.....	71,162.10
Conducting transportation.....	243,367.46
General expenses, including taxes and expense of ferry	154,507.99
 Total operating expenses and taxes.....	 <u>\$ 716,358.55</u>
Operating expenses and taxes per mile of road.....	\$ 2,285.83
Operating expenses and taxes per train mile run, for trains earning revenue (463,984 miles).....	1.54.39
Proportion of operating expenses and taxes for Iowa.....	270,780.61
Percentage of expenses and taxes to income	95

GENERAL RECAPITULATION.

Total income.....	\$ 754,076.21
Total operating expenses and taxes	716,358.55
Net income above operating expenses and taxes.....	37,717.66
Net income above operating expenses, taxes, interest, and rental	<u>None.</u>
 Gross income per train mile run (463,984 miles).....	 \$ 1.62.5
Net income per train mile run (463,984 miles).....	8.13
Percentage of net income to stock and debt.....	.49
Percentage of net income to cost of road and equipment.....	.7
Are charges for transportation of company's supplies included in the earnings as reported for your road? No.	

SURPLUS.

Accounts show deficit.

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS.
JUNE 30, 1882.

DEBIT.

Construction and equipment.....	\$ 5,426,659.18
Equipment and ferry boat trusts	506,200.00
Bond of this company	500.00
Cash.....	17,516.23
Due from agents and companies.....	124,793.59
Due from United States government for transportation.....	64,178.19
Material and supplies.....	103,692.22
Profit and loss balance.....	1,467,967.80
 Total.....	 <u>\$ 7,711,507.21</u>

CREDIT.

Capital stock.....	\$ 2,068,400.00
Funded debt.....	3,256,320.00
Floating debt:	
Interest unpaid.....	1,492,737.00
Notes payable	723,900.00
Vouchers and accounts.....	230,150.21
 Total.....	 <u>\$ 7,711,507.21</u>

DESCRIPTION OF ROAD.

Length main line of road from Missouri Valley, Iowa, to Sioux City, Iowa, miles.....	75.65
Length of main line of road from California Junction, to Fremont, Nebraska, miles.....	31.77
Length of main line of road in Iowa.....	80.47
Length of main line of road in Nebraska.....	26.95
Total length of road belonging to this company.....	107.42
Aggregate length of sidings and other tracks not above enumerated.....	15.20
Same in Iowa.....	10.26
Aggregate length of track, computed as single track, exclusive of sidings.....	107.42
Same in Iowa.....	80.47
Total length of iron rails in tracks in Iowa, exclusive of sidings.....	80.47
Weights per yard, iron, 56 pounds.	
Gauge of track	4 feet 8½ in.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description, and length of each:

Fremont, Elkhorn & Missouri Valley Railroad—main line—	
Fremont to Long Pine, Nebraska.....	212.31
Branch line—Norfolk Junction to Creighton, Nebraska....	42.06
Total length of above roads	254.37
Total length of above roads in Nebraska.....	254.37
If any part of the road was first opened for operation during the past year, state the date:	
August 16, 1881, miles	39.88
April 1, 1882, miles.....	57.78
Total miles of road operated by this company.....	361.79
Total miles road operated by this company in Iowa	80.47

STATIONS.

Number of stations on all roads owned by this company.....	16
Same in Iowa	12
Number of stations on all roads operated by this company...	44
Same in Iowa	12
Number of telegraph offices in stations in Iowa.....	11

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	870
Same in Iowa.....	Cannot state.
Amount paid employees, including officials, on all roads operated by this company.....	\$ 385,073.00
Same in Iowa.....	Cannot state.

BRIDGES IN IOWA.

	AGGREGATE NO. LENGTH.
Combination bridges over 100 feet in length	2 340
Combination bridges under 100 feet in length.....	1 75
Wooden trestle and pile.....	67 6,058

CATTLE-GUARDS.

Number of in Iowa..... 182

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.).....	86,226
Give the average number of years the trestle and pile bridges last on your road in Iowa. 12 years.	
Give the average number of years that wooden truss bridges last on your road in Iowa. 10 years.	

ROAD-BED AND TRACK.

Number of track sections in Iowa.....	12
Average length of sections—miles.....	6.7
Average number of men in each section gang.....	7
Number of new ties laid in track during the year in Iowa....	53,285
Average number of new ties per mile of road.....	662
New rails laid in track during the year in Iowa—(iron 1,220.16 tons).....	13.87
Total track laid with new rails during the year in Iowa, miles,	13.87
What is the average number of years that iron rails last in your track on main line in Iowa. About fourteen years.	
What is the average number of years that ties last in your track in Iowa. About seven years.	

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago, St. Paul, Minneapolis & Omaha R. R., at Sioux City.
Illinois Central (freight track) R. R., at Sioux City.

Number of highway crossings at grade..... 100

FENCING IN IOWA.

How many miles of fencing have you on your road.....	56.87
What is the average cost per rod, cents.....	59
What is the total cost of same.....	\$ 10,787.06
How many miles of new fencing have you built during the year.....	30
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Harrison county.....	46.16
In Monona county.....	8.40
In Woodbury county.....	11.42
Total miles	60.98

ROLLING STOCK.

	NOT OWNED.	OWNED.	TOTAL.
Number of locomotives.....	16	12	28
Number of passenger cars.....	7	9	16
Number of baggage, mail, and express cars.....	5	5	10
Number of box freight cars.....	250	89	339
Number of stock cars	190	20	210
Number of platform and coal cars.....	100	46	146
Number of other cars.....		15	15
Total			786
Maximum weight of locomotives and tenders, tons.....			45
Average weight of locomotives and tenders.....			40
Number of locomotives equipped with train brake.....			9
Kind of brake, Westinghouse automatic.			
Maximum weight of passenger cars, tons.....			23
Average weight of passenger cars, tons.....			19
Number of cars equipped with train-brake.....			26
Kind of brake, Westinghouse automatic.			
Number of passenger cars equipped with Miller platform and buffer, including baggage, mail, office, and express cars...			26
The amount of tonnage that can be carried over your road ex- clusive of cars, by an engine of given weight. Weight of engine, 32 tons; 255 tons.			

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year.....	210,654
Miles run by freight trains during the year.....	253,130
Miles run by switching trains during the year.....	243,440
Miles run by other trains during the year	5,996
Total train mileage.....	713,420

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	3.1
Average weight of passenger trains, exclusive of passengers, tons	112
Average number cars in freight trains	17
Average weight of freight trains, exclusive of freight, tons...	223

PASSENGER TRAFFIC.

Number of through passengers carried.....	42,953
Number of local passengers carried.....	114,619
Total number of passengers carried.....	157,572
Total passenger mileage, or passengers carried one mile.....	6,046,054
Average distance traveled by each passenger, miles.....	42.2
Average amount received from each passenger	\$ 1.41.7
Highest rate of fare per mile for any distance, cents.....	4
Lowest rate of fare per mile for any distance, cents.....	2
Average rate of fare per mile for all passengers, cents.....	3.36

FREIGHT TRAFFIC.

Number of tons of through freight carried.....	170,820
Number of tons of local freight carried.....	143,845
Total tons of freight carried.....	314,665
Total mileage of through freight (tons carried one mile).....	10,754,630
Total mileage of local freight (tons carried one mile)	14,210,663
Total freight mileage, or tons carried one mile.....	24,965,293
Average rate per ton per mile received for through freight, cents.....	2.7
Average rate per ton per mile received for local freight, cents	1.41
Average rate per ton per mile received for all freight, cents..	1.96
Average rate per ton per mile received from freight to and from other roads, cents.....	2.7
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa.....	1.04

CAR MILEAGE.

Number of miles run by loaded freight cars east and south..	1,081,838
Number of miles run by loaded freight cars west and north..	1,894,069
Number of miles run by empty freight cars east and south..	1,214,980
Number of miles run by empty freight cars west and north..	452,894
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south.....	52.9
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north.....	19.3

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour... ..	22.19
Rate of speed of freight trains, including stops, miles per hour	10.75

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain.....	51,952	16.5
Flour.....	2,661	.8
Provisions (beef, pork, lard, etc.).....	4,329	1.4
Animals.....	39,548	10.7
Other agricultural products.....	5,905	1.9
Lumber and forest products.....	75,148	23.9
Coal.....	20,841	6.6
Plaster, lime, and cement.....	1,879	.6
Salt	2,844	.9
Stone and brick.....	3,473	1.1
Manufactures—articles shipped from point of production...	4,419	1.4
Railroad construction material.....	69,871	22.2
Merchandise, and other articles not enumerated above.....	37,795	12.0
Total tons carried.....	314,665	100

**TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE
OF IOWA, FORWARDED FROM IOWA STATIONS.**

	TONS.	PER CENT.
Grain	23,425	13.9
Flour	1,466	.9
Provisions (beef, pork, lard, etc.)	3,376	2.0
Animals	11,041	6.5
Other agricultural products	2,318	1.4
Lumber and forest products	69,319	41.0
Coal	18,445	10.9
Plaster, lime, and cement	1,015	.6
Salt	2,654	1.6
Stone and brick	2,183	1.2
Manufactures—articles shipped from point of production	3,262	1.9
Merchandise, and other articles not enumerated above	30,592	18.1
Total tons carried.....	169,094	100

**TONNAGE CROSSING THE MISSOURI RIVER BY FERRY NEAR
BLAIR, NEBRASKA, FOR THE YEAR ENDING JUNE 30, 1882.**

East bound number of tons.....	47,876
West bound number of tons	86,594
Total tons.....	134,470

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express Company, one and one-half first class rates on all packages weighing in excess of 20 pounds, except on fresh fish, oysters, fruit, vegetables, butter, eggs, poultry, game, coarse furs, and beer, on which we receive first class rates.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? Cars of all transportation companies are allowed to run over lines of this company, receiving regular mileage; no preference and no contract. What amount have you paid other corporations, car loaning companies (stock companies), or individuals, not operating railroads for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each? U. S. Rolling Stock Co., New York City; amount paid, \$785.94.

SLEEPING CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Pullman sleeping cars are run between Missouri Valley and Sioux City on through trains between St. Paul and Kansas City, and Chicago and Sioux City. Additional charges on "St. Paul train" between Council Bluffs or Missouri Valley and Sioux City, \$1.50; St. Paul, \$2. On Pullman car between Chicago & Sioux City, \$3. For seat between Missouri Valley and Sioux City, 50 cents.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. To Chicago, St. Paul, Minneapolis & Omaha R'y Co., for sleepers on Kansas City train, mileage, 3 cents per mile, \$1,678.56. To Chicago & Northwestern R'y Co., mileage on Pullman Sleepers on Chicago train, 2 cents per mile, \$1,009.28.

U. S. MAIL IN IOWA.

What is the compensation paid you by the U. S. government for the transportation of its mails, and on what terms of service? The U. S. government withholds all compensation for mail service. The amount charged the government for mail service in Iowa is \$10,231.02 per annum.

What amount have you paid for receiving and delivering mail to and from stations on your road? \$256.00 per annum.

TELEGRAPH.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? The Western Union Telegraph Company operate the telegraph line on this company's road (107.42 miles) under a contract for twenty-five years from April 1, 1871.

LANDS—CONGRESSIONAL GRANT.

No change since report for 1878.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1881. August 8	Aug. Nelson, section hand.....	Mondamin.....	Found dead near track. Verdict of coroner killed by a train on S. C. & P. R. R.

INJURED.

1881. July 6	Wm. Peery, citizen.....	Mondamin.....	Trespasser; intoxicated; own carelessness.
August 8	Section hand.....	Sioux City.....	Struck with a pick; own carelessness.
September 19	Ellis Harris, brakeman.....	Sioux City.....	Breaking of coal derrick; accidental.
October 24	F. James, brakeman.....	Sioux City.....	Coupling; own carelessness.
November 26	L. H. Ennis, brakeman.....	Missouri Valley.....	Coupling; own carelessness.
1882. January 4	R. J. Fenton, employe.....	Missouri Valley.....	Fell from car; own carelessness.
January 24	T. P. Andreas, employe.....	Sioux City.....	Coupling; own carelessness.
January 28	C. O. Sweet, employe.....	Rioan.....	Standing too near track; own carelessness.
February 4	Wm. Youell, employe.....	Oval Junction.....	Fell between cars; own carelessness.
February 25	C. C. Sweet, employe.....	Missouri Valley.....	Fell from car; own carelessness.
February 28	P. J. Farrell, employe.....	Sioux City.....	Getting on engine; own carelessness.
March 11	O. H. Frederick, employe.....	Missouri River.....	Coupling; own carelessness.
March 17	Frank Stafford, employe.....	Missouri Valley.....	Coupling; own carelessness.
April 1	R. Knapp, employe.....	Mondamin.....	Collision; accidental.
April 1	L. Ennis, employe.....	Mondamin.....	Collision; accidental.
May 15	J. McKinney, citizen.....	Sioux City.....	Coupling; own carelessness.

TABULAR STATEMENT OF ACCIDENTS.

CAUSE OF ACCIDENT.	KILLED.			INJURED.		
	Passenger.	Employee.	Others.	Passenger.	Employee.	Others.
Collision	2	..	..
Coupling cars	5	..	1
Falling from trains	3	..	..
Getting on and off trains	1	1	..	..
Miscellaneous	1	..	8	..	..
Trespassers on track	1
Total	1	..	14	2	..

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year (found dead near track)	1
Number of persons injured during the year	16
Number of casualties purely accidental during the entire year	3
Number resulting from lack of caution, carelessness, or misconduct	13
Number of persons killed or injured while intoxicated (trespasser)	1
Number of trespassers on track killed or injured (as above)	1
Number of tramps or others stealing rides killed or injured	None.
Suicides in Iowa	None.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Oliver Ames, Boston, Massachusetts.
Vice-President—D. C. Blair, Belvidere, New Jersey.
Secretary—P. E. Hall, Cedar Rapids, Iowa.
Treasurer—David P. Kimball, Boston, Massachusetts.
Assistant Treasurer—J. Van Deventer, Cedar Rapids, Iowa.
General Manager—P. E. Hall, Cedar Rapids, Iowa.
Superintendent—J. S. Wattles, Missouri Valley, Iowa.
Chief Engineer—J. E. Ainsworth, Missouri Valley, Iowa.
Superintendent of Telegraph—{ Iowa, A. D. Peck, Missouri Valley, Iowa.
Nebraska, J. F. McClintock, Blair, Neb.
Auditor—Henry V. Ferguson, Cedar Rapids, Iowa.
General Passenger Agent—J. R. Buchanan, Missouri Valley, Iowa.
General Freight Agent—K. C. Morehouse, Missouri Valley, Iowa.
Attorneys—{ E. S. Bailey, Clinton, Iowa.
Joy & Wright, Sioux City, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Fred. L. Ames, North Easton, Massachusetts.
Oliver Ames, North Easton, Massachusetts.
John I. Blair, Blairstown, New Jersey.
D. C. Blair, Belvidere, New Jersey.
James Blair, Scranton, Pennsylvania.
Wm. T. Glidden, Boston, Massachusetts.
P. E. Hall, Cedar Rapids, Iowa.
David P. Kimball, Boston, Massachusetts.
Horace Williams, Clinton, Iowa.

Date of annual meeting of stockholders, third Wednesday in May.
Fiscal year of company ends, December 31st.
General offices of the company are located at Cedar Rapids, Iowa.

STATE OF IOWA, } ss.
COUNTY OF LINN. }

P. E. Hall, General Manager, and Henry V. Ferguson, Auditor of the Sioux City & Pacific Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of their knowledge and belief.

(Signed)

[L. S. OF R. R.]

P. E. HALL.

HENRY V. FERGUSON.

Subscribed and sworn to before me, this 8th day of September, A. D. 1882.

CHAS. H. CLARK.

[L. S.]

Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 15th day of September, A. D. 1882.

E. G. MORGAN,

Secretary of Board of Railroad Commissioners.

REPORT

OF THE

ST. LOUIS, KEOKUK & NORTHWESTERN
RAILWAY COMPANY.

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association, common.....	\$ 1,350,000.00
Amount authorized by vote of the company, preferred.....	1,350,000.00
Amount issued, number of shares, 27,000; amount paid in....	2,700,000.00
Amount of common stock issued.....	1,350,000.00
Amount of preferred stock issued, and conditions of preference.....	1,350,000.00
Preferred stock is entitled to a dividend of 7 per cent before any dividend can be declared on common stock.	
Keokuk & Northwestern R. R. (leased by this company), common stock, authorized and issued (number of shares 7,200)	720,000.00
Total amount paid in as per books of the company.....	<u><u>\$ 3,420,000.00</u></u>

Amount of stock per mile of road:

For St. Louis, Keokuk & Northwestern Railway.	\$ 20,000.00
For Keokuk & Northwestern Railroad.....	15,000.00

Amount of stock representing the road in Iowa:

For St. Louis, Keokuk & Northwestern Railway.	56,000.00
For Keokuk & Northwestern Railroad.....	720,000.00

Amount of stock held in Iowa. No record.

Total number of stockholders:

For St. Louis, Keokuk & Northwestern Railway.	25
For Keokuk & Northwestern Railroad.....	58

Number of stockholders in Iowa. No record.

Keokuk & Northwestern Railroad is leased by the St. Louis, Keokuk & Northwestern Railway Company, but no separate accounts are kept of the two roads.

DEBT.

Funded debt as follows:

First mortgage bonds due November 10, 1905, rate of interest six per cent.....	\$ 1,620,000.00
Interest paid on same during the year.....	
Income bonds due November 10, 1905, rate of interest six per cent	1,080,000.00
Interest paid on same during the year.....	
St. Louis, Keokuk & Northwestern Railway.....	\$ 2,700,000.00
Keokuk & Northwestern Railroad first mortgage bonds due July 1, 1910, rate of interest 6 per cent.....	480,000.00
Total amount of funded debt.....	\$ 3,180,000.00
Total amount of floating debt.....	218,393.87
Total amount of debt liabilities.....	\$ 3,398,393.87
Amount of debt per mile of road.....	\$ 18,570.46
Total amount of stock and debt.....	6,818,393.87
Amount of stock and debt per mile of road.....	37,258.98

COST OF ROAD AND EQUIPMENT.

No record.

COST OF EQUIPMENT.

Total cost of road and equipment. No record.

Average cost of road and equipment per mile. No record.

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

No record.

Total expenditures charged to property accounts. No record.

GENERAL EXHIBIT.

Total earnings.....	\$ 855,170.30
Total expenses, including taxes.....	418,184.10
Net earnings, deficit	63,013.80
Rentals, specifying amount paid to each company:	
H. & St. Jo. Railroad.....	\$ 4,295.11
Wabash, St. Louis & Pacific Railway.....	1,500.00
Chicago, Rock Island & Pacific Railway.....	2,250.00
Interest accrued during the year.....	190,800.00
Total income from all sources for the year.....	\$ 355,170.30

ANALYSIS OF EARNINGS.

Earnings, passenger:		
All passengers	\$	119,840.89
Express and baggage.....		6,812.10
Mails		16,510.45
Total earnings, passenger department.....	\$	142,663.44
Earnings per train mile run (.... miles). No record.		
Earnings, freight:		
Total earnings, freight department.....		207,744.83
Earnings per train mile run (.... miles). No record.		
Total transportation earnings.....	\$	350,407.77
Earnings per train mile run, from all trains earning revenue (.... miles). No record.		
Earnings per mile of road operated (183 miles).....	\$	1,924.63
Proportion of earnings for Iowa.....		97,771.20
Car mileage (credit balances).....		3,887.04
Income from all other sources.....		875.49
Total income from all sources.....	\$	355,170.80
Proportion of income for Iowa.....	\$	98,593.72

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES.)

Repairs of road-bed and track.....	\$	149,645.01
Renewal of rails:		
No. tons laid, steel, 262 tons, cost included in above.		
Renewal of ties:		
No. laid, 4,886, cost included in above.		
Repairs of bridges, including culverts and cattle-gurads.....		24,011.02
Repairs of fences, road-crossings, and signs		4,422.93
Repairs of buildings, stations, and water-tanks.....		5,421.57
Total.....	\$	188,500.58

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives.....	\$	15,860.52
Repairs of passenger cars.....		12,964.87
Repairs of freight cars.....		19,182.78
Total	\$	47,457.67

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives (included in locomotive service).....	\$ 8,922.02
Water supply.....	62,544.51
Oil and waste (included in locomotive and train service).....	29,084.60
Locomotive service.....	
Passenger train service and supplies.....	
Freight train service and supplies (included in passenger train service).....	
Mileage of freight cars (debit balance).....	4,608.45
Telegraph expenses (maintenance and operating).....	5,985.07
Damage and loss of freight and baggage.....	818.40
Damage to property and cattle.....	7,872.24
Personal injuries	880.15
Agents, station service, and supplies.....	38,683.49
Total.....	<u><u>\$ 154,298.98</u></u>

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks.....	\$ 16,897.42
Legal expenses.....	1,879.82
Insurance.....	456.68
Stationery and printing.....	8,405.80
Contingencies.....	688.71
Taxes in Iowa.....	\$ 1,107.09
Taxes in other States.....	8,991.95 Total taxes
Total.....	<u><u>\$ 10,099.04</u></u>
	<u><u>\$ 32,926.97</u></u>

RECAPITULATION OF EXPENSES.

Maintenance of way and building.....	\$ 183,500.58
Maintenance of motive power and cars.....	47,457.67
Conducting transportation.....	154,298.98
General expenses, including taxes.....	32,926.97
Total operating expenses and taxes.....	<u><u>\$ 418,184.10</u></u>

Operating expenses and taxes per mile of road\$ 2,285.16	
Operating expenses and taxes per train mile run, for trains earning revenue (.... miles.) No record.	
Proportion of operating expenses and taxes for Iowa.....	116,086.08
Percentage of expenses to income.....	117.74

GENERAL RECAPITULATION.

Total income.....	\$ 355,170.30
Total operating expenses and taxes.....	418,184.10
Net income above operating expenses and taxes.....	None.
Net income above operating expenses, taxes, interest, and rental	None.

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS,
JUNE 30, 1882.

DEBIT.

Construction.....	\$ 6,622,815.50
Equipment	36,000.00
Material	27,344.49
Due from agents and connecting lines.....	44,357.68
Accounts and bills receivable.....	7,382.01
Taxes.....	1,203.13
Insurance.....	456.68
Operating expenses.....	190,751.33
Cash.....	17,882.86
Total.....	<u><u>\$6,947,693.68</u></u>

CREDIT.

Capital stock:	
St. L., K. & N. W. R'y, common stock.....	\$ 1,350,000.00
St. L., K. & N. W. R'y, preferred stock.....	1,350,000.00
Keokuk & Northwestern Railroad stock.....	720,000.00
	<u><u>\$ 3,420,000.00</u></u>
Bonded debt:	
St. L., K. & N. W. R'y, first mortgage bonds..	\$ 1,620,000.00
St. L., K. & N. W. R'y, income bonds	1,080,000.00
K. & N. W. R. R., first mortgage bonds.....	480,000.00
	<u><u>3,180,000.00</u></u>
Earnings.....	161,952.87
Due agents and connecting lines.....	77,790.12
Unpaid accounts and vouchers.....	107,950.69
Total.....	<u><u>\$ 6,947,693.68</u></u>

DESCRIPTION OF ROAD.

Length main line of road from Mt. Pleasant, Iowa, to St. Peters, Missouri, miles.....	183
Length main line of road in Iowa, miles.....	60.8
Length main line of road in Missouri, miles.....	132.2
Total length of road belonging to this company.....	178.6
Aggregate length of sidings and other tracks not above enumerated, miles	10
Same in Iowa.....	3
Aggregate length of track, computed as single track, exclusive of sidings, miles.....	183
Same in Iowa.....	50.8
Total length of steel rails in tracks in Iowa, exclusive of sidings, miles	2.5
Total length of iron rails in tracks in Iowa, exclusive of sidings, miles	48.3
Weights per yard, steel, 66 pounds.	
Weights per yard, iron, 56 pounds.	
Gauge of track.....	4 feet 8½ in.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description, and length of each:

Keokuk & Northwestern Railroad, from Keokuk to Mount Pleasant, miles.....	48
Total length of above roads in Iowa.....	48
If any part of the road was first opened for operation during the past year, state the date. April 9, 1882.	
Total miles of road operated by this company.....	183
Total miles road operated by this company in Iowa.....	50.8

STATIONS.

Number of stations on all roads owned by this company.....	38
Same in Iowa.....	11
Number of stations on all roads operated by this company.....	38
Same in Iowa.....	11
Number of telegraph offices in stations in Iowa	7

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	866
Same in Iowa. No division made.	
Amount paid employees, including officials, on all roads operated by this company.....\$	265,487.12
Same in Iowa. No division made.	

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length	9	1,170
Iron bridges over 100 feet in length	1	190
Wooden trestle and pile.....		6,846

BOX CULVERTS IN IOWA.

Timber	45
Stone	4

CATTLE-GUARDS.

Number of in Iowa.....	93
------------------------	----

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M., estimated)	15,000
---------------------------------------------------------------------------------------------------	--------

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
At Keokuk over Bloody Run.....	Pile.....	Wood.....	March, 1882....	190

ROAD-BED AND TRACK.

Number of track sections in Iowa.....	10
Average length of sections, miles	4.9
Average number of men in each section gang.....	3
Number of new ties laid in track during the year in Iowa.....	4,885
Average number of new ties per mile of road.....	100
New rails laid in track during the year in Iowa—steel 262 tons, miles	216
Total track laid with new rails during the year in Iowa, miles.	216
What is the average number of years that ties last in your track in Iowa.....	9

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago, Rock Island & Pacific R. R., at Keokuk shops.

Chicago, Burlington & Kansas City R. R., at Donnellson, Iowa.

What railroads cross your road, either over or under, and at what locality?

Fort Madison & Northwestern R. R., near Hamill, Iowa.

FENCING IN IOWA.

How many miles of fencing have you on your road.....	25.6
What is the average cost per rods, cents.....	90
What is the total cost of same. No record.	
How many miles of new fencing have you built during the year	2
Give the number of miles needed on both sides of your track in each county in Iowa. No separate account kept.	

ROLLING STOCK.

Number of locomotives.....	18
Number of passenger cars.....	10
Number of baggage, mail, and express cars.....	6
Number of box freight cars.....	167
Number of stock cars.....	95
Number of platform cars.....	49
Number of coal cars.....	18
Number of other cars.....	10
 Total.....	 350
Maximum weight of locomotives and tenders, tons.....	50
Average weight of locomotives and tenders, tons.....	36
Number of locomotives equipped with train brake.....	7
Kind of brake, Westinghouse air brake.	
Maximum weight of passenger cars, tons.....	14
Average weight of passenger cars, tons.....	12
Number of cars equipped with train brake. All.	
Kind of brake, Westinghouse automatic.	
Number of passenger cars equipped with Miller platform and buffer. All.	

MILEAGE, TRAFFIC, ETC.

No record.

SPEED OF TRAINS IN IOWA.

Rare of speed of passenger trains, including stops, miles per
hour

20

Rate of speed of freight trains, including stops, miles per hour

10

TONNAGE OF ARTICLES TRANSPORTED.

No record.

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

No record.

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? United States Express Company pay \$38.75 per day, limited to two tons freight carried through daily. Freight delivered by express company.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Woodruff Sleeping and Parlor Company's cars; one each way daily; usual contract; charge \$1.50 per berth.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings? Fares collected by sleeping car company's employees. Sleeping car company furnish two cars and do inside repairs. Railroad company haul cars and do outside repairs.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? \$101.75 per mile per annum.

TELEGRAPH.

How many miles of telegraph are owned by your company? None.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union Telegraph Co., entire distance (183 miles).

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1882.

INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
October 1881.	4 John V. Decker.....	At shop.....	While loading a pair of driving wheels on a flat car. He was told not to go about the wheels as he might get hurt, but refused to go away, and was injured by the skids breaking down. His leg was broken just above the ankle; injuries caused by his own neglect.
May 1882.	9 J. Westerfeld, shop laborer.....	Keokuk.....	Caught between cars while trying to cross track; groin bruised; has recovered.

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year.....	None.
Number of persons injured during the year.....	2
Number of casualties purely accidental during the entire year....	1
Number resulting from lack of caution, carelessness, or misconduct.	1
Number of persons killed or injured while intoxicated.....	None.
Number of trespassers on track killed or injured.....	None.
Number of tramps or others stealing rides killed or injured.....	None.
Suicides in Iowa.....	None.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—W. W. Baldwin, Burlington, Iowa.

Vice-President—T. J. Potter, Chicago, Illinois.

Secretary—H. B. Blood, Keokuk, Iowa.

Treasurer—J. C. Peasley, Chicago, Illinois.

General Manager—T. J. Potter, Chicago, Illinois.

General Superintendent—Jno. W. Smith, Keokuk, Iowa.

Chief Engineer—H. A. Sumner, Keokuk, Iowa.

Superintendent of Telegraph—H. H. Libbe, Keokuk, Iowa.

Auditor—Jno. L. Lathrop, Chicago, Illinois.

General Passenger and Freight Agent—J. H. Best, Jr., Keokuk, Iowa.

Attorney—H. H. Trimble, Keokuk, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

T. J. Potter, Chicago, Illinois.

J. H. Anderson, Keokuk, Iowa.

H. B. Scott, Burlington, Iowa.

J. W. Blythe, Burlington, Iowa.

W. W. Baldwin, Burlington, Iowa.

Date of annual meeting of stockholders, first Tuesday in December of each year.

Fiscal year of company ends December 31st.

General offices of the company are located at Keokuk, Iowa.

STATE OF IOWA, { ss.
COUNTY OF LEE.

Jno. W. Smith, General Superintendent of the St. Louis, Keokuk & Northwestern Railway Company, being duly sworn deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed)

JNO. W. SMITH.

Subscribed and sworn to before me, this 14th day of September, A. D. 1882.

PHIL. MEYLING,

[L. s.]

Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 15th day of September, A. D. 1882.

E. G. MORGAN,

Secretary of Board of Railroad Commissioners.

R E P O R T

OF THE

WABASH, ST. LOUIS & PACIFIC RAILWAY COMPANY.

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount of common stock issued.....	\$ 26,926,500.00
Amount of preferred stock issued, conditions of preferment..	23,038,200.00
Total amount paid in as per books of the company.....	\$ 49,959,700.00
Amount of stock per mile of road.....	\$ 20,054.47

DEBT.

Funded debt as follows:

EXHIBIT B—BONDED DEBT.

First mortgage bonds, Toledo & Illinois R. R.	\$ 900,000.00
First mortgage bonds, Lake Erie, Wabash & St. Louis R. R....	2,500,000.00
First mortgage bonds, Great Western R. R., of 1859.....	2,496,000.00
First mortgage bonds, Illinois & Southern Iowa R. R.....	300,000.00
First mortgage bonds, Decatur & East St. Louis R. R.....	2,700,000.00
First mortgage bonds, Quincy & Toledo R. R.....	500,000.00
First mortgage bonds, Great Western R. R., west of Decatur.....	3,000.00
Second mortgage bonds, Toledo & Wabash R. R.....	1,000,000.00
Second mortgage bonds, Wabash & Western R. R.....	1,500,000.00
Second mortgage bonds, Great Western R. R., of 1859.....	2,500,000.00
Consolidated sinking fund bonds, Toledo, Wabash & Western R. R.	2,610,000.00
Wabash Railway funded debt bonds, 7 per cent.....	529,500.00
Wabash Railway funded debt bonds, graduated.....	1,362,000.00
Wabash Railway second consolidated mortgage bonds of 1879	1,600,000.00
Mortgage notes, second series.....	21,000.00
Mortgage notes, third series.....	180,000.00
Graduated scrip certificates.....	521,060.50
Seven per cent graduated scrip certificates, from August 1, '77	116,585.00
Seven per cent graduated scrip certificates, from February 1, '77	411,212.77
Rolling stock certificates.....	24,000.00
First mortgage bonds, Hannibal & Naples R. R.....	500,000.00
First mortgage bonds, Champaign, Havana & Western Division	1,210,000.00
First mortgage bonds, Chicago Division.....	4,500,000.00
Real estate notes.....	72,000.00
General mortgage bonds.....	16,000,000.00
First mortgage bonds, Hav., Rant. & Eastern	300,000.00

WABASH, ST. LOUIS & PACIFIC RAILWAY COMPANY. **357**

First mortgage bonds, Detroit Division.....	1,853,000.00
First mortgage bonds, Indianapolis Division	2,000,000.00
First mortgage bonds, Cairo Division.....	3,857,000.00
First mortgage bonds, Ind., Peru & Chicago R'y.....	275,000.00
First mortgage bonds, North Missouri R. R.....	6,000,000.00
Real estate and railway mortgage bonds, St. L., K. C. & N. R. R	3,000,000.00
St. Charles Bridge, first mortgage bonds.....	1,000,000.00
St. Charles Bridge, second mortgage bonds.....	388,500.00
First mortgage bonds, Omaha Division.....	2,350,000.00
First mortgage bonds, Clarinda Branch.....	264,000.00
First mortgage bonds, Chicago, Cin. & St. Louis R'y.....	1,000,000.60
First preferred mortgage bonds, Champ, H. & W.....	340,800.00
First mortgage bonds, Iowa Division	2,289,000.00
First mortgage bonds, Centerville, Mor. & Albia.....	400,000.00
 Total.....	 <u>\$ 69,853,758.27</u>
 Total amount of funded debt.....	 <u>\$ 69,853,758.27</u>
Total amount of floating debt.....	<u>5,726,570.35</u>
 Total amount of debt liabilities.....	 <u>\$ 75,080,328.62</u>

Amount of debt per mile of road..... \$ 30,130.20
 Total amount of stock and debt 125,040,028.62
 Amount of stock and debt per mile of road.... 50,184.67

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND APPURTENANCES.

Cannot give details.

Total cost of road and equipment, and appurtenances. \$ 107,974,382.35

Average cost of road and equipment per mile (2,491.20 miles). \$	48,342.81
Proportion of cost of road and equipment for Iowa.....	9,843,2d7.36
Average cost of road and equipment per mile in Iowa (296.2 miles).....	31,543.78

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading and masonry.....	•	49,512.49
Bridging.....		40,660.44
Superstructure, including rails		568,203.41
Land, land damages, and fences.....		80,126.44
Passenger and freight stations, coal sheds, and water stations		104,668.63
Engine houses, car sheds, and turntables.....	{	
Machine shops, including machinery and tools	{	86,904.78
Engineering, agencies, salaries, and other expenses during construction.....		16,563.89
 Total for construction.....	 •	 966,640.08

EQUIPMENT.*

Locomotives.....	\$ 11,633.62
Tools and machinery.....	35,846.46
Passenger, mail, baggage, and express cars.....	43,145.00
Freight and other cars.....	234,348.93
Total for equipment.....	\$ 324,974.01
Total expenditures charged to property accounts.....	<u>1,291,614.09</u>

GENERAL EXHIBIT.

Total earnings.....	\$ 15,644,371.45
Total expenses, including taxes.....	13,159,854.66
Net earnings.....	2,484,516.79
Rentals, specifying amount paid to each company.....	1,092,657.95
Miscellaneous income charges.....	514,491.84
Interest accruing during the year.....	
Interest paid on funded debt.....	3,989,775.35
Dividends declared (per cent).....	688,860.50
Balance for the year, deficit.....	3,473,477.14
Balance at commencement of the year, credit.....	654,979.61
Balance at the close of the year, June 30, 1882, deficit.....	2,918,497.53
Income from other sources than earnings.....	<u>327,791.71</u>
Total income from all sources for the year.....	\$ 15,972,163.16

ANALYSIS OF EARNINGS.

Earnings, passenger:

From all passengers	\$ 3,619,238.38
From express and baggage.....	420,168.35
From mails.....	318,706.72
Total earnings, passenger department.....	\$ 4,358,113.45

Earnings per train mile run (4,612,299 miles) \$.94.4

Earnings, freight.....	\$ 11,150,986.46
From other sources, freight department.....	<u>135,271.54</u>

Total earnings..... \$ 11,286,258.00

Earnings per train mile run (8,235,648 miles)..... \$ 1.35.4

Total transportation earnings..... \$ 15,644,371.45

Earnings per train mile run, from all trains earning revenue (12,847,947 miles).....	\$ 1.21.8
Earnings per mile of road operated (8,396 miles).....	\$ 4,606.71
Proportion of earnings for Iowa.....	1,267,108.76
Rents received for use of road.....	35,588.92
Income from all other sources.....	292,202.79

Total income from all sources..... \$ 15,972,163.16

Proportion of income for Iowa..... \$ 1,382,107.70

* Equipment notes given prior to consolidation.

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track.....	\$ 1,542,551.05
Renewal of rails.....	1,229,206.99
Renewal of ties	487,562.35
Repairs of bridges, including culverts and cattle-guards.....	765,157.11
Repairs of fences, road-crossings, and signs	60,496.75
Repairs of buildings, stations, and water-tanks.....	276,539.11
Total	<u>\$ 4,361,518.36</u>

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives.....	\$ 650,521.65
Repairs of passenger cars.....	216,500.83
Repairs of freight cars.....	601,426.90
Total.....	<u>\$ 1,468,446.88</u>

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives.....	\$ 1,010,821.69
Water supply	108,602.75
Oil and waste.....	164,104.19
Locomotive service	1,154,238.26
Passenger train service.....	281,878.96
Passenger train supplies.....	66,932.38
Mileage of passenger cars (debit balance).....	36,864.25
Freight train service.....	643,129.44
Freight train supplies.....	94,624.07
Mileage of freight cars (debit balance).....	99,702.86
Telegraph expenses (maintenance and operating).....	273,488.45
Damages to property and cattle	135,116.25
Damage and loss to freight and baggage.....	78,829.52
Personal injuries.....	67,413.74
Agents and station service.....	1,137,248.26
Station supplies.....	79,611.71
Total	<u>\$ 5,432,111.78</u>

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks.....	\$ 667,397.34
Legal expenses.....	82,698.43
Insurance.....	19,873.92
Stationery and printing.....	151,673.56
Outside agencies and advertising.....	239,814.59
Contingencies.....	534,876.21
Taxes in Iowa	\$ 13,230.60
Taxes in other States	188,717.99
Total taxes.....	<u>\$ 201,948.59</u>
Total	<u>\$ 1,897,782.84</u>

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings.....	\$ 4,861,513.36
Maintenance of motive power and cars.....	1,468,446.88
Conducting transportation	5,432,111.78
General expenses, including taxes.....	1,897,732.64
Total operating expenses and taxes	<u>\$ 13,159,854.66</u>

Operating expenses and taxes per mile of road, 8,704.50 miles. \$	8,895.10
Operating expenses and taxes per train mile run, for trains earning revenue (12,847,947 miles).....	1.02.5
Proportion of operating expenses and taxes for Iowa	981,217.92
Expenses of running and management of passenger trains ..	985,118.57
Expenses of running and management of passenger trains, per train mile.....	21.5
Expenses of running and management of freight trains.....	2,666,785.28
Expenses of running and management of freight trains, per train mile.....	32.8
Expenses of running and management of all trains earning revenue.....	3,660,908.85
Percentage of expenses to income	82.3

GENERAL RECAPITULATION.

Total income.....	\$ 15,972,163.16
Total operating expenses and taxes.....	13,159,854.66
Net income above operating expenses and taxes.....	2,812,308.50
Net income above operating expenses, taxes, interest, and rental, deficit.....	<u>2,918,497.53</u>

Gross income per train mile run (12,847,947 miles).....	\$ 1.24.8
Net income per train mile run (12,847,947 miles).....	.21.9
Percentage of net income to stock and debt.....	2.241
Percentage of net income to cost of road and equipment	2,604

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? Not included.

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS
JUNE 30, 1882.

DEBIT.

Cost of road, equipment, and appurtenances.....	\$ 107,974,882.85
Expenditures for construction and equipment.....	12,349,955.64
Sundry securities on hand.....	833,962.15
Material and supplies.....	968,210.95
Income account, balance on hand, debit.....	2,918,497.53

Total..... \$ 125,040,028.62

CREDIT.

Capital stock.....	\$ 49,959,700.00
Funded debt.....	89,853,758.27
Notes payable.....	2,028,147.00
Vouchers and accounts	3,698,423.85

Total..... \$ 125,040,028.62

DESCRIPTION OF ROAD.

Length main line of road from Toledo to Kansas City via
 St. Louis..... 712.50-
 Branches owned by this company:

FROM	TO	Miles.
Decatur.....	Camp Point.....	129.2
Bluffs.....	Hannibal.....	48.4
Maysville.....	Pittsfield.....	6.2
Clayton.....	Elvaston.....	34.5
Edwardsville.....	Edwardsville Crossing.....	10.2
G. T. Junction.....	Butler.....	112.6
Michigan City.....	Indianapolis.....	88.0
Attica.....	Covington.....	14.5
W. Lebanon.....	Le Roy.....	75.7
P. & D. Junction.....	St. Francisville.....	109.3
Vincennes.....	Cairo.....	158.0
Pekin.....	Jacksonville.....	72.9
Springfield.....	Havana.....	47.2
Bates.....	Jerseyville.....	54.9
Aub. Junction.....	Strawn.....	92.2
Streator.....	Altamont.....	156.5
Shumway.....	Effingham.....	8.5
Champaign.....	Havana.....	100.3
White Heath.....	Decatur.....	29.7
St. Louis Levee.....	Ferguson.....	10.4
Glasgow.....	Salisbury.....	15.9
Moberly.....	Coatsville.....	87.6
Pattensburg.....	Council Bluffs.....	144.8
Roseberry.....	Clarinda.....	21.5
Alexandria.....	Humeston.....	126.0
Relay.....	Albia.....	24.0
Total.....		1,798.7
Total length of branches owned by this company.....		1,798.70
Total length of branches owned by this company, in Iowa.....		165.00
Total length of road belonging to this company.....		2,491.20
Sidings in Iowa.....		28.40
Aggregate length of track, computed as single track, exclusive of sidings.....		2,491.20
Same in Iowa.....		165.00
Total length of steel rails in tracks in Iowa, exclusive of sidings.....		66.60
Total length of iron rails in tracks in Iowa, exclusive of sidings Weights per yard, steel, 59 pounds. Weights per yard, iron 56 pounds.		229.60
Gauge of track.....		4 ft. 8½ in.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:

Camp Point to Quincy, miles.....	21.5
Detroit to G. T. Junction.....	8.2
Butler to Logansport	93.0
Michigan City to Indianapolis.....	73.0
Hollis to Pekin	2.4
Chicago to Aub. Junction.....	7.5
Urbana to Champaign	1.9
State line to Peoria	110.9
Peoria to Hollis.....	7.7
Hollis to Keokuk	104.6
Hamilton to Warsaw	5.0
La Harpe to Iowa.....	10.4
Iowa to East Burlington.....	8.0
Centralia to Columbia.....	21.8
Coatesville to Ottumwa.....	43.4
Brunswick to Chillicothe.....	38.0
Chillicothe to Pattonsburg.....	41.6
N. Lexington to St. Joseph.....	77.1
Quincy to Trenton.....	135.9
Des Moines to Eads.....	87.9
Keokuk to Alexandria	5
Total miles	904.8
Total length of above roads.....	904.80
Total length of above roads in Iowa.....	181.20
If any part of the road was first opened for operation during the past year, state the date. Des Moines Northwestern, October 25, 1881.	
Total miles of road operated by this company	3,346.00
Total miles of road operated by this company in Iowa.....	296.20

STATIONS.

Number of stations on all roads operated by this company...	773
Same in Iowa.....	59
Number of telegraph offices in stations in Iowa	42

EMPLOYES.

Number of persons regularly employed on all roads operated by this company.....	11,285
Same in Iowa	971
Amount paid employes, including officials, on all roads operated by this company.....	\$ 6,644,129.78
Same in Iowa.....	574,930.12

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length.....	3	814
Combination bridges under 100 feet in length.....	6	240
Wooden trestle and pile.....	121	12,290

ARCH CULVERTS AND VIADUCTS IN IOWA.

Less than 20 feet opening.....	1
--------------------------------	---

BOX CULVERTS IN IOWA.

Timber.....	94
Stone and brick.....	71

CATTLE-GUARDS.

Number in Iowa.....	360
Give the average number of years the trestle and pile bridges last on your road in Iowa	7
Give the average number of years that wooden truss bridges last on your road in Iowa.....	7

ROAD-BED AND TRACK.

Number of track sections in Iowa	51
Average length of sections, miles	5.7
Average number of men in each section gang.....	5
Number of new ties laid in track during the year in Iowa.....	26,057
Average number of new ties per mile of road.....	2,800
What is the average number of years that iron rails last in your track on main line in Iowa.....	6
What is the average number of years that iron rails last in your track on branches in Iowa	6
What is the average number of years that ties last in your track in Iowa.....	7

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality ?	
Chicago, Burlington & Kansas City R. R., at Sedan and at Bloomfield.	
Chicago, Rock Island & Pacific R. R., at Centerville.	
Chicago, Burlington & Quincy R. R., at Humeston.	
Chicago, Burlington & Quincy R. R., at Moravia.	
Des Moines & Fort Dodge R. R., at Waukee.	
Chicago & Northwestern R. R., at Eads.	
Chicago & Northwestern R. R., at Jefferson.	
Chicago, Burlington & Quincy R. R., at Albia.	
Chicago, Rock Island & Pacific R. R., at Belknap.	
Burlington & Mo. River R. R., at Shenandoah and Malvern.	
What railroads cross your road, either over or under, and at what locality ?	
Chicago, Burlington & Quincy R. R., at Albia.	
Number of highway crossings at grade.....	187
Number of highway crossings at which there are flagmen.....	4

FENCING IN IOWA.

How many miles of fencing have you on your road.....	197
What is the average cost per rod	1.10
How many miles of new fencing have you built during the year	59
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Page county.....	8
In Davis county.....	47
In Appanoose county	54
In Wapello county	17
In Wayne county	32
In Monroe county.....	10
In Des Moines Northwestern R'y.....	87
Total miles.....	255

ROLLING STOCK.

	TOTAL.
Number of locomotives.....	584
Number of passenger cars.....	198
Number of baggage, mail, and express cars.....	131
Number of parlor, sleeping, official, and pay cars	28
Number of dining cars.....	2
Number box freight cars.....	12,084
Number of stock cars.....	2,227
Number of platform cars	2,089
Number of coal cars	2,995
 Total.....	 19,734
 Maximum weight of locomotives and tenders, tons.....	60
Average weight of locomotives and tenders, tons	40
Number of locomotives equipped with train brake.....	584
Kind of brake, Westinghouse.	
Maximum weight of passenger cars, tons	25
Average weight of passenger cars, tons.....	20
Number of cars equipped with train brake.....	198
Kind of brake, Westinghouse.	
Number of passenger cars equipped with Miller platform (Miller & Blackstone)	198

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year.....	4,612,299
Miles run by freight trains during the year.....	8,285,648
Miles run by switching trains during the year	3,097,876
Miles run by other trains during the year	1,084,889
 Total train mileage.....	 17,080,712

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains.....	4.4
Average weight of passenger trains, exclusive of passengers, pounds.....	80,400
Average number of cars in freight trains.....	20.5
Average weight of freight trains, exclusive of freight, pounds,	470,000

PASSENGER TRAFFIC.

Total number of passengers carried.....	3,918,877
Total passenger mileage, or passengers carried one mile.....	151,034,246
Average distance traveled by each passenger, miles.....	38.5
Average amount received from each passenger, cents.....	92.3
Average rate of fare per mile for all passengers, cents.....	2.297

FREIGHT TRAFFIC.

Total tons of freight carried	5,752,898
Total freight mileage, or tons carried one mile.....	1,159,841,617
Average rate per ton per mile received for all freight, cents..	.963

CAR MILEAGE.

Cannot give details.

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles.....	22
Rate of speed of freight trains, including stops, miles.....	16

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain.....	1,406,361	24.44
Flour.....	119,950	2.08
Provisions (beef, pork, lard, etc.).....	92,891	1.65
Animals.....	385,962	6.74
Lumber and forest products.....	960,225	16.69
Coal.....	799,028	13.87
Cotton.....	81,241	1.41
Salt.....	89,544	1.55
Petroleum and oil.....	32,963	.57
Iron, steel, and castings.....	367,591	6.39
Manufactures—articles shipped from point of production.....	310,141	5.37
Merchandise, and other articles not enumerated above.....	1,107,271	19.24
Total tons carried.....	5,753,168	100

TONNAGE CROSSING THE MISSISSIPPI RIVER BRIDGE AT KEOKUK, IOWA, FOR THE YEAR ENDING JUNE, 30, 1882.

West bound, number of tons.....	50,694
East bound, number of tons	63,947
Total tons.....	114,641

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American, United States, and Pacific.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particulars?

- Red Line Transit Company.
- Merchants Despatch.
- Erie & North Shore Despatch.
- National Despatch.
- Hoosac Tunnel Line.
- Canada Southern Line.
- South Shore Line.
- Star Union Line.

What amount have you paid other corporations, car loaning companies (stock companies), or individuals, *not operating railroads*, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each?

American Refrigerator Transit Co.....	\$ 12,992.61
Anderson Refrigerator Car Co.	28.58
Anheuser Brewing Association	56.99
Ametz Coal Co.	1,486.27
Blue Line	2,494.68
C. C. Comstock.....	705.98
Commercial Express Line.....	685.02
Samuel Cupples & Co.	388.08
Empire Line.....	186.07
Erie & Chicago Car Co.	3,403.61
Erie & North Shore Despatch.....	20,152.14
Erie & Pacific Despatch.....	1,235.04
N. K. Fairbanks	304.86
Great Western Despatch.....	812.84
W. P. Gallup.....	310.29
John Hurd.....	41,320.67
John Hilt & Co.	2,420.29
Joy & Rotch.....	30,648.69
T. D. Kingan.....	992.88
W. J. Lemp.....	143.79
Merchants Despatch	15,596.55
J. C. McGrew.....	488.75
Michigan Car Co.	4,266.91
Marshall Car Co.	26,946.80
D. A. Richardson	368.35
St. Louis Car Loaning Co.	10,203.76
Standard Oil Co	3,276.62
St. Louis Refrigerator Car Co.	817.93
Union Line	9,673.93
United States Express	400.67
Vermillion Coal Co.	182.62
Wabash & Erie Despatch	3,681.53
White Line	1,724.56
Wilson & Co.	230.64
 Credits	 \$ 198,122.00

AMOUNTS RECEIVED FROM OTHER COMPANIES.

Canada Southern Line	\$ 10,367.51
Great Eastern Line	5,105.42
Hoosac Tunnel Line	4,012.42
National Despatch Line	5,602.76
Red Line Transportation Co.	2,411.10
	<hr/>
	\$ 27,499.21
	<hr/>
	\$ 170,622.79

SLEEPING CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates?

Sleeping cars, Pullman Palace Car Co.

Dining cars, Wabash, St. Louis & Pacific Railway.

Chair cars, Wabash, St. Louis & Pacific Railway.

What is the total amount paid by your company to palace or sleeping car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. Pullman Palace Car Company; \$53,871.35, for the year ending June 30, 1882.

UNITED STATES MAIL (WHOLE ROAD).

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? \$318,-706.72 for the year ending June 30, 1882.

TELEGRAPH.

How many miles of telegraph are owned by your company? Reported by Western Union Telegraph Co.

REPORT OF RAILROAD COMMISSIONERS.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
October 1881. 1882.	24 Geo. Hopkins, brakeman..... 28 James Foley, brakeman.....	Central Silver City	Run over; fell from train.
MAY			Run over; fell between cars.

INJURED.

1881.	31 D. Gibson, brakeman..... August 13 Wm. Tucker, brakeman..... September 10 M. E. Hackett, yardmaster..... October 18 B. M. Shank, brakeman..... October 19 Joe. R. Williams, yardmaster..... 1882.	Corydon Oamden Albia Moravia Centerville	Coupling cars; accidental. Switching; fell under car. Coupling; purely accidental. Switching; slipped from car. Coupling; carelessness. Coupling; accidental.
April	12 Jno. Watson.....	Council Bluffs	

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	2
Number of persons injured during the year	6
Number of casualties purely accidental during the year entire	7
Number resulting from lack of caution, carelessness, or misconduct....	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

<i>President</i> —Jay Gould, New York City.	
<i>First Vice President</i> —A. L. Hopkins, New York City.	
<i>Second Vice President</i> —J. C. Gault, St. Louis, Mo.	
<i>Secretary and Third Vice President</i> —J. F. How, St. Louis, Mo.	
<i>Treasurer</i> —W. B. Corneau, St. Louis, Mo.	
<i>General Superintendent</i> —R. Andrews, St. Louis, Mo.	
	R. S. Miner, Moberly, Mo.
	J. W. Blanchard, Stanberry, Mo.
	H. B. Skeele, Des Moines, Iowa.
	E. N. Armstrong, Keokuk, Iowa.
	B. F. Mathias, Rantoul, Ill.
	H. F. Clark, Springfield, Ill.
	A. A. Hobart, Chicago, Ill.
	F. L. Tompkins, Peoria, Ill.
	D. G. Moore, Cairo, Ill.
	F. D. Schermerhorn, Quincy, Ill.
	G. W. Stevens, Ft. Wayne, Ind.
	E. C. Murphy, Peru, Ind.
<i>Division Superintendents</i> ,	
<i>Chief Engineer</i> —W. S. Lincoln, St. Louis, Mo.	
<i>Superintendent of Telegraph</i> —C. Selden, St. Louis, Mo.	
<i>Auditor</i> —J. B. Howard, St. Louis, Mo.	
<i>General Passenger Agent</i> —H. C. Townsend, St. Louis, Mo.	
<i>General Freight Agent</i> —A. C. Bird, St. Louis, Mo.	
<i>Attorneys</i> —Wager Swayne, New York, and W. H. Blodgett, St. Louis, Mo.	

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Jay Gould, New York City.
A. L. Hopkins, New York City.
Solon Humphries, New York City.
Russell Sage, New York City.
Samuel Sloan, New York City.
G. G. Haven, New York City.
Sidney Dillon, New York City.
James Cheney, Fort Wayne, Ind.
Charles Ridgley, Springfield, Ill.
J. F. Joy, Detroit, Mich.
F. L. Ames, Boston, Mass.
Thos. E. Tutt, St. Louis, Mo.
B. W. Lewis, St. Louis, Mo.
Jas. F. How, St. Louis, Mo.
G. L. Dunlap, Chicago, Ill.

Date of annual meeting of stockholders, second Tuesday in March.
 Fiscal year of company ends, December 31st.
 General offices of the company are located at St. Louis, Mo.

STATE OF MISSOURI, } ss.
CITY OF ST. LOUIS. }

James F. How, Third Vice President and Secretary of the Wabash, St. Louis & Pacific Railway Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed)

JAMES F. HOW, —

[L. S. OF R. R.] *Third Vice Prest. and Sec. W., St. L. & P. Ry Co.*

Subscribed and sworn to before me, this 15th day of September, A. D. 1882.

GEO. S. GROVER,

[L. S.] *Notary Public, City of St. Louis, State of Missouri.*

Received and filed in the office of the Commissioners of Railroads, this 18th day of September, A. D. 1882.

E. G. MORGAN,

Secretary of Board of Railroad Commissioners.

R E P O R T

OF THE

BURLINGTON & NORTHWESTERN RAILWAY CO.

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association....\$	3,000,000.00
Amount authorized by vote of the company....	None.
*Amount issued, number of shares, 1,515; amount paid in....\$	151,500.00
Amount paid in on shares not issued, number of shares, 159½	15,950.00
Amount of common stock issued.....	All
Total amount paid in as per books of the company.....\$	143,316.41
Amount of stock per mile of road (\$167,450.00).\$	4,364.08
Amount of stock representing the road in Iowa	All.
Amount of stock held in Iowa.....	151,500.00
Total number of stockholders.....	420
Number of stockholders in Iowa.....	All.

DEBT.

Funded debt as follows:

First mortgage bonds due August 1, 1889, rate of interest, seven per cent payable semi-annually.....\$	120,000.00
Interest paid on same during the year.....\$	8,400.00
Second mortgage bonds due August 2, 1886, rate of interest, eight per cent, payable semi-annually.....\$	100,000.00
Interest paid on same during the year.....\$	6,704.00
Total amount of funded debt.....\$	220,000.00

Floating debt:

Incurred for construction.....\$	1,200.00
Incurred for machine shops, machinery, and tools.....	2,500.00
Incurred for miscellaneous.....	1,000.00
Incurred for interest.....	2,000.00
Total amount of floating debt.....\$	6,700.00
Total amount of debt liabilities.....\$	226,700.00

* This includes 269 shares of \$100 each, issued on account of Washington and Crawford township tax and subscriptions, and not yet passed into stock account. More has been paid in on these accounts, but stock has not been demanded. As we only issue stock for tax when presented in sums of \$100, cannot tell how much more will probably be issued.

† \$16,200 belong to the company. \$83,800 issued.

*Amount of debt per mile of road.....\$	5,908.26	
Total amount of stock and debt.....		\$70,016.41
Amount of stock and debt per mile of road	9,648.37	

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY).

Grading.....	\$	48,787.92
Bridging and masonry.....		21,238.76
Superstructure, including rails.....		202,601.08
Land, land damages, and fences.....		18,140.25
Passenger and freight stations, coal sheds, and water stations }		
Engine houses, car sheds, turntables.....		16,594.72
Machine shops, including machinery and tools.....		6,571.92
Interest paid during construction, discounts, etc.....		
Engineering, agencies, salaries, and other expenses during con- struction.....		14,219.98

All other items charged to construction not enumerated above:

Telegraph.....	\$	918.23
Sundries.....		652.50
		1,570.73

Total expended for construction	\$	380,724.77
---------------------------------------	----	------------

† Average cost of construction per mile of road (38.37 miles). \$ 8,619.77
 Proportion of cost of construction for Iowa..... All.

COST OF EQUIPMENT.

Locomotives.....	\$	18,564.59
Passenger, mail, baggage, and express cars.....		9,555.68
Freight and other cars.....		29,985.10
Tools and sundries.....		3,678.52
Total for equipment.....	\$	61,788.84

Average cost of equipment per mile of road operated by com-
pany (52.3 miles). \$ 1,181.32
 Proportion of cost of equipment for Iowa..... All.

Total cost of road and equipment.....	\$	392,508.61
---------------------------------------	----	------------

Average cost of road and equipment per mile (38.37 miles). \$ 9,670.00
 Proportion of cost of road and equipment for Iowa..... All.

* Calculated on basis 38.37 mileage of our own road and not including third rail on B., C. R. & N. R'y, as we carry no freight to stations on that line, and get but a limited amount of the passenger receipts.

† The third rail used by us on B., C. R. & N. R'y, cost us about \$1,500 per mile for 14.3 miles. For this distance we have no other construction charges, and cannot figure average cost of construction per mile, with reasonable accuracy.

BURLINGTON & NORTHWESTERN RAILWAY COMPANY. 373

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading.....	\$ 2,100.58
Bridging and masonry.....	86.79
Superstructure, including rails.....	377.82
Land, land damages, and fences.....	1,025.26
Passenger and freight stations, coal sheds, and water stations	771.30
Engine houses, car sheds, and turntables.....	43.73
Machine shops, including machinery and tools.....	2,505.49
Total for construction.....	<u><u>\$ 6,860.97</u></u>

EQUIPMENT.

Freight and other cars, number, 10	\$ 3,864.07
Tools.....	72.49
Miscellaneous.....	28.85
Total for equipment.....	<u><u>\$ 3,459.91</u></u>
Total expenditures charged to property accounts.....	\$ 10,820.88

GENERAL EXHIBIT.

Total earnings	\$ 60,620.70
Total expenses, including taxes	41,556.30
Net earnings.....	19,064.40

Rentals, specifying amount paid to each company:

B., C. R. & N. R'y.....	\$ 4,200.00
B. & Western R'y.....	445.84
	<u><u>\$ 4,645.84</u></u>
Interest accruing during the year	15,360.45
Interest paid during the year.....	15,360.45
Interest on funded debt.....	15,104.00
Interest paid on funded debt.....	15,104.00
Interest on floating debt	256.45
Interest paid on floating debt.....	256.45
Dividends declared. None.	
Deficit for the year.....	\$ 941.89

Balance at the close of the year, June 30, 1882, deficit.....

Income from other sources than earnings:

Stock.....	\$ 172.50
Washington township subscriptions.....	225.00
Washington township tax.....	508.31
	<u><u>\$ 905.81</u></u>
Total deficit from all sources for the year	\$ 36.08

ANALYSIS OF EARNINGS.

Earnings, passenger:

From local passengers	\$ 15,194.45
From through passengers.....	132.98
From all passengers.....	\$ 15,327.38
From express.....	826.06
From mails	1,539.00
Total earnings, passenger department.....	\$ 17,692.43

Earnings, freight:

From local.....	\$ 34,900.04
From through	8,028.23
Total earnings, freight department.....	\$ 42,928.27

Total transportation earnings \$ 60,620.70

Earnings per train mile run, from all trains
earning revenue (79,724 miles) \$ 76.4
Earnings per mile of road operated (52.3 miles) .. 1,159.09

Total income from all sources..... \$ 60,620.70

Proportion of income for Iowa. All.

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track.....	\$ 9,012.47
Repairs of bridges, including culverts and cattle-guards.....	5.19
Repairs of buildings, stations, and water-tanks.....	209.18
Total.....	\$ 9,226.84

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives.....	\$ 2,206.11
Repairs of passenger and freight cars.....	4,772.64
Total.....	\$ 6,978.75

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives.....	\$ 4,770.08
Water supply	578.77
Oil and waste.....	882.98
Locomotive service	3,805.62
Passenger and freight train service.....	3,460.75
Telegraph expenses (maintenance and operating).....	370.31
Damage and loss of freight and baggage.....	109.84
Damages to property and cattle.....	619.50
Agents and station service.....	3,930.06
Total.....	\$ 18,527.86

BURLINGTON & NORTHWESTERN RAILWAY COMPANY. 375

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks.....	\$ 2,899.14
Legal expenses	260.00
Office rent	567.00
Insurance.....	93.75
Stationery and printing	633.58
Contingencies and miscellaneous.....	998.02
Taxes in Iowa.....	1,371.36
 Total.....	 <u>\$ 6,822.85</u>

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings.....	\$ 9,226.84
Maintenance of motive power and cars.....	6,978.75
Conducting transportation.....	18,527.88
General expenses, including taxes.....	6,822.85
 Total operating expenses and taxes.....	 <u>\$ 41,556.80</u>

Operating expenses and taxes per mile of road (52.3 miles)....	\$ 794.57
Operating expenses and taxes per train mile run, for trains earning revenue (79,724 miles)	52.12
Proportion of operating expenses and taxes for Iowa. All Expenses of running and management of all trains earning revenue.....	10,087.45
Percentage of expenses to income.....	68.55

GENERAL RECAPITULATION.

Total income.....	\$ 61,526.51
Total operating expenses and taxes.....	41,556.80
Net income above operating expenses and taxes.....	19,970.21
Net deficit above operating expenses, taxes, interest, and rental.....	36.08

Gross income per train mile run (79,724 miles).....\$ 77.17

SURPLUS.

Amount of its own stock or bonds owned by the company.....	<u>\$ 16,200.00</u>
------------------------------------------------------------	---------------------

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS
JUNE 30, 1882.

DEBIT.

Engineering.....	\$ 8,048.60
Supplies.....	6,810.23
Expense.....	14,207.86
Interest.....	59,061.52
Equipment.....	63,615.83
Operating.....	77,961.90
Right of way.....	18,069.83
Construction.....	273,588.45
Chicago, Burlington & Quincy Railway.....	357.83
Bills receivable.....	2,810.25
Building.....	14,932.67
Fencing.....	762.32
Rent.....	22,438.49
Telegraph.....	1,338.54
Repairs.....	50,928.3
Depot grounds.....	4,298.75
Surveys.....	3,235.92
Wabash, St. Louis & Pacific.....	15.31
Cash.....	2,098.98
Total.....	\$ 624,601.59

CREDIT.

Bills payable.....	\$ 6,700.00
Stock.....	143,816.41
Mail service.....	5,699.76
Freight service.....	164,223.70
Express service.....	2,126.99
Express (advanced).....	500.00
Passenger service.....	46,462.32
First mortgage bonds.....	120,000.00
Second mortgage bonds.....	88,800.00
Washington subscription.....	2,180.00
Washington tax.....	29,096.41
Crawfordsville subscription.....	4,819.00
Crawfordsville tax.....	15,687.00
Total.....	\$ 624,601.59

DESCRIPTION OF ROAD

Length of main line of road in Iowa from Burlington to Washington, miles.....	38.37
Total length of road belonging to this company.....	38.37
Aggregate length of sidings and other tracks not above enumerated.....	3.22
Total length of iron rails in tracks in Iowa, exclusive of sidings. All.	

Weights per yard, iron, main line, 30 pounds.
 Weights per yard, third rail, 50 pounds.

Gauge of track.....	3 feet.
---------------------	---------

BURLINGTON & NORTHWESTERN RAILWAY COMPANY. 377

In addition to the track reported above this company has leased the right to run over 14.12 miles of the Burlington, Cedar Rapids & Northern Railway, by means of a third rail laid down and owned by this company between Burlington and Medipolis. This company has also laid down, and is using three tenths miles of sidings on depot grounds belonging to the above named corporation.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description, and length of each:

Burlington & Western Railway, from Winfield to Coppack.	15.90
Total miles of road operated by this company.....	68.20

STATIONS.

Number of stations on all roads owned by this company.....	9
Number of stations on all roads operated by this company.....	12
Number of telegraph offices in stations in Iowa.....	7

EMPLOYES.

Number of persons regularly employed on all roads operated by this company, average.....	75
Amount paid employes, including officials, on all roads operated by this company in Iowa, approximately.....\$	24,000.00

CATTLE-GUARDS.

Number of in Iowa.....	158
------------------------	-----

ROAD-BED AND TRACK.

Number of track sections in Iowa.....	6
Average length of sections, miles.....	6
Average number of men in each section gang.....	3.3
Number of new ties laid in track during the year in Iowa.....	1,500
Average number of new ties per mile of road	41

CROSSINGS IN IOWA.

Number of highway crossings at grade.....	38
Number of highway crossings under railroad.....	2

FENCING IN IOWA.

How many miles of fencing have you on your road.....	4.80
What is the total cost of same.....	762.32
How many miles of new fencing have you built during the year? None.	
Give the number of miles needed on both sides of your track in each county in Iowa.	
In Des Moines county.....	9.85
In Henry county.....	8.47
In Louisa county.....	2.84
In Washington county.....	10.51
Total miles.....	31.17

ROLLING STOCK.

Number of locomotives	3
Number of passenger cars.....	3
Number of baggage, mail, and express cars	1
Number of box freight cars	40
Number of stock cars, 6, combined box and slat, 14.....	20
Number of platform cars.....	21
Number of other cars—7 hand, 4 dump, and 1 iron	12
 Total	 97
Maximum weight of locomotives and tenders, tons.....	20
Average weight of locomotives and tenders, tons	16
Number of locomotives equipped with train-brake. None.	
Maximum weight of passenger cars, tons.....	10 ¹ .4
Average weight of passenger cars, tons.....	9
Number of cars equipped with train-brake. None.	
Number of passenger cars equipped with Miller platform and buffer.....	3
The amount of tonnage that can be carried over your road ex- clusive of cars, by an engine of given weight. Weight of engine, 20 tons; 160 tons.	

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Total train mileage	79,724
---------------------------	--------

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger and freight trains.....	7
Average weight of passenger and freight trains, exclusive of freight, pounds.....	88,000

PASSENGER TRAFFIC.

Number of through passengers carried.....	80
Number of local passengers carried	30,593
 Total number of passengers carried	 30,673
Total passenger mileage, or passengers carried one mile	659,690
Average distance traveled by each passenger, miles.....	21
Average amount received from each passenger, cents.....	50.3
Highest rate of fare per mile for any distance, cents.	3
Lowest rate of fare per mile for any distance. Varies.	
Average rate of fare per mile for all passengers	2.32

FREIGHT TRAFFIC.

Number of tons of through freight carried.....	4,627.00
Number of tons of local freight carried.....	24,507.75
 Total tons of freight carried.....	 29,134.75
Total mileage of through freight (tons carried one mile)	171,977
Total mileage of local freight (tons carried one mile)	841,011
 Total freight mileage, or tons carried one mile.....	 1,012,988

BURLINGTON & NORTHWESTERN RAILWAY COMPANY. 379

Average rate per ton per mile received for through freight, cents	4.66
Average rate per ton per mile received for local freight, cents,	4.15
Average rate per ton per mile received for all freight, cents..	4.24

CAR MILEAGE.

Number of miles run by loaded freight cars.....	197,878
Number of miles run by empty freight cars	75,179

SPEED OF TRAINS IN IOWA.

Rate of speed of freight trains, including stops, miles per hour.	16
-------------------------------------------------------------------	----

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	11,541.20	39.60
Flour.....	61.75	.21
Provisions (beef, pork, lard, etc.).	305.25	1.05
Animals.....	4,204.25	14.43
Other agricultural products.....	506.75	1.74
Lumber and forest products, ties and piles.....	5,736.00	19.89
Coal.....	1,498.25	4.94
Iron rails.....	1,151.50	3.95
Stone.....	153.00	.53
Manufactures—articles shipped from point of production.	547.50	1.88
Merchandise, and other articles not enumerated above.....	3,492.00	11.98

Total tons carried..... 29,134.75 100

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American; ordinary merchandise and express matter per 100 pounds, 34 cents. On butter, eggs, and poultry, second class freight rates. They do a general express business. Freight taken at depot.

U. S. MAIL IN IOWA.

What is the compensation paid you by the U. S. government for the transportation of its mails, and on what terms of service? Daily service, \$1,604.00

What amount have you paid for receiving and delivering mail to and from stations on your road? \$65.00.

TELEGRAPH.

How many miles of telegraph are owned by your company? None. What other company, if any, owns a line of telegraph on your right of way and how many miles does each own? Western Union Telegraph Company owns 38.87 miles.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—T. W. Barhydt, Burlington.
Vice-President—David Leonard, Burlington.
Secretary—R. M. Green, Burlington.
Treasurer—R. M. Green, Burlington.
General Superintendent—John T. Gerry, Burlington.
Chief Engineer—John T. Gerry, Burlington.
Attorneys—Kelley & Cooper, Burlington.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

T. W. Barhydt, Burlington.
 David Leonard, Burlington.
 Thomas Hedge, Burlington.
 E. D. Rand, Burlington.
 Geo. C. Lauman, Burlington.
 Lyman Cook, Burlington.
 George Millard, Burlington.
 C. F. Squires, Burlington.
 John S. Cameron, Burlington.
 W. W. Baldwin, Burlington.
 H. Herminghaus, Burlington.
 Jno. T. Remey, Burlington.
 J. S. Davidson, Winfield.
 A. W. Chilcote, Washington.
 N. Everson, Washington.

Date of annual meeting of stockholders, third Wednesday in June.

Fiscal year of company ends May 31.

General offices of the company are located at Burlington, Iowa.

STATE OF IOWA,
 COUNTY OF DES MOINES. } ss.

We, T. W. Barhydt, President, and Jno. T. Gerry, Superintendent of the Burlington & Northwestern Railway Company, being duly sworn, depose and say that we have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of our knowledge and belief.

(Signed)
 [L. S. OF R. R.]

T. W. BARHYDT.
 JOHN T. GERRY.

Subscribed and sworn to before me, this 11th day of September, A. D. 1882.

[L. S.]

R. M. GREEN,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this
 12th day of September, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

R E P O R T
OF THE
BURLINGTON & WESTERN RAILWAY COMPANY
FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association.....	\$ 3,000,000.00
Amount authorized by vote of the company	None.
Amount issued, number of shares.....	None.
Amount paid in on shares not issued, number of shares.....	None.
Amount of common stock issued.....	None.
Amount of preferred stock issued, and conditions of preference.....	None.
The road is being built for cash, and no payments have been made on account of stock.	
Total amount paid in as per books of the company.....	<u>None.</u>
Amount of stock per mile of road.....	\$
Amount of stock representing the road in Iowa.....	
Amount of stock held in Iowa.....	
Total number of stockholders.....	
Number of stockholders in Iowa.....	

DEBT.

None.

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY.)

Grading.....	\$ 79,241.45
Bridging and masonry.....	31,788.91
Superstructure, including rails.....	167,724.02
Land, land damages, and fences.....	25,910.77
Passenger and freight stations, coal sheds and water stations, Engineering, agencies, salaries, and other expenses during construction.....	2,282.88
	<u>11,111.36</u>
Total expended for construction.....	<u>\$ 318,009.84</u>

Purchasing of other roads (specifying same) and all particulars:

Cannot give percentages, as a large amount of grading is included in above, on which no superstructure has been placed, and a large quantity of iron, ties, and bridge timbers paid for, which are not yet a part of the completed road.

COST OF EQUIPMENT.

Freight and other cars.....	\$	12,518.43
Tools.....		133.78
Total for equipment.....	\$	12,652.21

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

See cost of road and equipment.

EQUIPMENT.

Freight and other cars—5 hand, 17 box, 15 flat, 1 coal; total, 38	\$	12,518.43
Tools.....		133.78
Total expenditure charged to property accounts.....	\$	12,652.21

GENERAL EXHIBIT.

Total earnings	\$	445.84
Operated by Burlington & Northwestern Railway Company.		None.

ANALYSIS OF EARNINGS.

Rents received for use of road.....	\$	445.84
Income from all other sources.....		None.
Total income from all sources.....	\$	445.84

Proportion of income for Iowa..... All.
See report of Burlington & Northwestern Railway, which includes this.

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

Embraced in Burlington & Northwestern Railway report.

GENERAL RECAPITULATION.

Total income.....	\$	445.84
Operated by Burlington & Northwestern Railway Company.		

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS JUNE 30, 1882.

DEBIT.

Construction.....	\$	278,964.38
Right of way.....		24,777.34
Engineering.....		10,041.72
Buildings.....		2,232.83
Expense.....		1,069.64
Fencing.....		801.34
Equipment.....		12,652.21
Cash.....		10,507.58
Contingent account.....		58.70
J. W. Heisey		8.01
Depot grounds.....		332.09
Subscribers to construction fund.....		409,005.00
Total.....	\$	750,445.84

CREDIT.

Construction fund	\$ 750,000.00
Track rental	445.84
Total.....	<u><u>\$ 750,445.84</u></u>

DESCRIPTION OF ROAD.

Length of main line of road from Winfield to Coppack.....	15.91
Length of main line of road in Iowa.....	All.
Total length of road belonging to this company.....	15.91
Aggregate length of sidings and other tracks not above enumerated.....	69
Same in Iowa.....	All.
Aggregate length of track, computed as single track, exclusive of sidings.....	15.91
Same in Iowa.....	All.
Total length of iron rails in tracks in Iowa, exclusive of sidings.....	15.91
Weights per yard, iron, 35 lbs to the yard.	
Gauge of track.....	8 ft.
If any part of the road was first opened for operation during the past year, state the date. December, 1881.	
Total miles of road operated by this company.....	15.91
Total miles of road operated by this company in Iowa.....	All.

STATIONS.

Number of stations on all roads owned by this company.....	3
Same in Iowa.....	All.
Number of telegraph offices in stations in Iowa.....	None.
Number of persons regularly employed on all roads operated by this company. Operated by B. & N. W. R'y.	
Amount paid employees, including officials, on all roads operated by this company. Operated by B. & N. W. R'y.	

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length.....		None.
Combination bridges over 100 feet in length.....		None.
Iron bridges over 100 feet in length.....	1	122½
Wooden truss bridges under 100 feet in length.....		None.
Wooden trestle and pile.....	31	1,494

ARCH CULVERTS AND VIADUCTS IN IOWA.

With 20 feet opening or more.....	None.
Less than 20 feet opening.....	None.

BOX CULVERTS IN IOWA.

Timber.....	34.	977
-------------	-----	-----

CATTLE-GUARDS.

Number of in Iowa.....	51
------------------------	----

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	KIND.	MATERIAL.	WHEN BUILT.	LENGTH, FEET.
Crooked Creek.....	Pratt Truss.....	Iron	Second hand span, bought from C. B. & Q. R'y, in May.....	
Between Winfield and Coppack..	Trestle and pile....	Wood.....		122½ 1,494

ROAD-BED AND TRACK.

Number of track sections in Iowa.....	2
Average length of sections.....	7.84
Average number of men in each section gang.....	4
Number of new ties laid in track during the year in Iowa, repairs.....	None.
New road built within the year. No report.	

CROSSINGS IN IOWA.

Number of highway crossings at grade.....	18
-------------------------------------------	----

FENCING IN IOWA.

How many miles of fencing have you on your road.....	2.7
What is the average cost per rod, cents.....	97
What is the total cost of same.....	\$ 801.84
How many miles of new fencing have you built during the year.....	2.7
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Henry county.....	18.21
Total miles.....	15.91

ROLLING STOCK.

Number of box freight cars.....	17
Number of platform cars.....	15
Number of coal cars.....	1
Number of other cars.....	5
Number of cars equipped with train brake.....	None.

MILEAGE, TRAFFIC, ETC.

Operated by Burlington & Northwestern Railway.

TONNAGE OF ARTICLES TRANSPORTED.

Operated by Burlington & Northwestern Railway.

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American. No contract as yet.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service? No contract as yet.

TELEGRAPH.

How many miles of telegraph are owned by your company? None. What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? None.

LANDS—CONGRESSIONAL GRANT.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—T. W. Barhydt, Burlington.
Vice-President—Jno. S. Cameron, Chicago.
Secretary and Treasurer—R. M. Green, Burlington.
General Superintendent—John T. Gerry, Burlington.
Chief Engineer—John T. Gerry, Burlington.
Attorneys—Kelley & Cooper, Burlington.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

T W. Barhydt, Burlington.
Thomas Hedge, Burlington.
E. D. Rand, Burlington.
Hugh Herminghaus, Burlington.
Jno. S. Cameron, Chicago.

Date of annual meeting of stockholders, third Wednesday in June.
Fiscal year of company ends May 31st.
General offices of the company are located at Burlington, Iowa.

STATE OF IOWA,
COUNTY OF DES MOINES. } ss.

We, T. W. Barhydt, President, and Jno. T. Gerry, Superintendent, of the Burlington & Western Railway Company, being duly sworn, depose and say that we have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of our knowledge and belief.

(Signed)
[L. S. OF R. R.]

T. W. BARHYDT.
JNO. T. GERRY.

Subscribed and sworn to before me, this 19th day of October, A. D. 1882.

[L. S.]

R. M. GREEN,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 20th day of October, A. D. 1882.

E. G. MORGAN,
Secretary Board of Railroad Commissioners.

R E P O R T

OF THE

DES MOINES, OSCEOLA & SOUTHERN RAILROAD CO.

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association....\$	500,000.00
Amount authorized by vote of the company....	300,000.00
Amount issued, number of shares 2,015, amount paid in.....\$	201,500.00
Amount of common stock issued, 2,015.....	201,500.00
Total amount paid in as per books of the company....\$	<u>201,500.00</u>
Amount of stock per mile of road.....\$	5,000.00
Amount of stock representing the road in Iowa.	300,000.00
Amount of stock held in Iowa	201,500.00
Total number of stockholders.....	19
Number of stockholders in Iowa.....	15

DEBT.

Funded debt as follows:

Bonds due July, 1896, rate of interest 7 per cent.....	\$ 120,000.00
Interest paid on same during the year.....	300,000.00
Bonds due July, 1896, rate of interest 8 per cent.....	160,000.00
Interest paid on same during the year.....	15
Total amount of funded debt on road completed June 30. \$	<u>280,000.00</u>

This does not fairly represent the condition, as we had more of the road under construction at the time, and we can only approximate the apportionment on completed road.

Total amount of debt liabilities.....	\$ <u>280,000.00</u>
---------------------------------------	----------------------

Amount of debt per mile of road.....\$	7,000.00
Total amount of stock and debt.....	481,500.00
Amount of stock and debt per mile of road.....	12,000.00

COST OF ROAD AND EQUIPMENT.

Total expended for construction.....	\$ 214,000.00
--------------------------------------	---------------

This question cannot this year be satisfactorily answered as we had about 100 miles under construction, only a part of the work completed, and most of it in process of completion, and much of the material bought not yet in the road.

COST OF EQUIPMENT.

Locomotives, number	3	\$ 22,500.00
Passenger, mail, baggage, and express cars.....	1	3,500.00
Freight and other cars.....	110	40,000.00
 Total for equipment.....		 \$ 66,000.00
Total cost of road and equipment.....		 \$ 280,000.00

Proportion of cost of road and equipment for Iowa. All.

This equipment should not all be charged to the number of miles of track laid to June 30th, as it was purchased to use on the entire line when completed.

ANALYSIS OF EARNINGS.

Nothing can be shown under this head as the entire work of the road was construction, and what small earnings there were went to construction account.

DESCRIPTION OF ROAD.

Length main line of road from Osceola to R. I. crossing, miles.	40
Length main line of road in Iowa, miles.....	40
Aggregate length of track, computed as single track, exclusive of sidings.....	40
Total length of iron rails in tracks in Iowa, exclusive of sidings, miles	40

Weights per yard, iron, 30 and 35 pounds.

Gauge of track.....	8 feet.
---------------------	---------

If any part of the road was first opened for operation during the past year, state the date. All of it during the year was built but not opened for business until the road should reach Des Moines.

STATIONS.

Number of stations on all roads owned by this company	6
-------------------------------------------------------------	---

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	58
Same in Iowa.....	58
Besides a large force employed grading, bridging, and track laying.	

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden truss bridges over 100 feet in length.....	1	120
Wooden truss bridges under 100 feet in length	2	112
Wooden trestle and pile. Cannot give exact number.		

ROAD-BED AND TRACK.

Number of track stations in Iowa.....	7
Average length of sections, miles.....	6
Average number of men in each section gang.....	7
Number of new ties laid in track during the year in Iowa. All.	
Average number of new ties per mile of road.....	3,000
New rails laid in track during the year in Iowa, iron (.. tons), miles. All.	
Total track laid with new rails during the year in Iowa, miles	40

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?.

Chicago, Burlington & Quincy R. R., at Osceola.

Winterset Branch, C. R. I. & P. R'y, at $1\frac{1}{2}$ miles west of Lothrop.

ROLLING STOCK.

	OWNED.	TOTAL.
Number of locomotives.....	3	3
Number of passenger cars.....	1	1
Number of box freight cars.....		40
Number of stock cars.....		6
Number of platform cars.....		55
Number of coal cars.....		9
Total.....		111
Maximum weight of locomotives and tenders, tons.....		22
Average weight of locomotives and tenders, tons.....		16

MILEAGE, TRAFFIC, ETC.

PASSENGER TRAFFIC.

Highest rate of fare per mile for any distance, cents.....	4
Lowest rate of fare per mile for any distance, cents.....	4

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

James Dunlap, brakeman; killed at New Virginia, November, 1881; jumped off ahead of moving train; inquest held; verdict, killed by his own carelessness, company blameless.

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	1
------------------------------------------------	---

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—B. L. Harding, Des Moines, Iowa.
Vice-President—Henry Stivers, Osceola, Iowa.
Secretary—John H. Jamison, Osceola, Iowa.
Treasurer—Aaron Stivers, Osceola, Iowa.
General Manager—Henry Stivers, Osceola, Iowa.
Chief Engineer—C. O. Foss, Osceola, Iowa.
Superintendent of Telegraph—A. E. Tonslee, Osceola, Iowa.
General Passenger Agent—T. W. Armstrong, Osceola, Iowa.
General Freight Agent—T. W. Armstrong, Osceola, Iowa.
Attorneys—Wright, Cummings & Wright, Des Moines, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

B. L. Harding, Des Moines, Iowa.
 Henry Stivers, Osceola, Iowa.
 Aaron Stivers, Osceola, Iowa.
 John H. Jamison, Osceola, Iowa.
 R. A. Dague, Osceola, Iowa.
 D. Webster, Osceola, Iowa.
 J. A. Woodbury, Osceola, Iowa.
 W. H. Hall, Osceola, Iowa.
 G. C. Holt, Osceola, Iowa.
 W. G. Agnew, Osceola, Iowa.
 J. O. McAuley, Osceola, Iowa.
 J. M. Browne, St. Charles, Iowa.
 S. M. Leach, Adel, Iowa.
 W. H. Ridgway, Osceola, Iowa.
 J. B. Wells, Osceola, Iowa.

Date of annual meeting of stockholders, Wednesday after 2d Monday in January.

Fiscal year of company ends December 31st.

General offices of the company are located at Osceola, Iowa.

STATE OF IOWA,
 COUNTY OF CLARKE. } ss.

Henry Stivers, Vice-President and General Manager of the Des Moines, Osceola & Southern Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed)

HENRY STIVERS.

Subscribed and sworn to before me, this 14th day of September, A. D. 1882.

RICHARD STOCKTON,

[L. S.]

Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 15th day of September, A. D. 1882.

E. G. MORGAN,

Secretary of Board of Railroad Commissioners.

R E P O R T

OF THE

FORT MADISON & NORTHWESTERN RAILWAY CO.,
FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association.....\$	10,000,000.00
Amount authorized by vote of the company. No action.	
Amount issued, number of shares, 3,151; amount paid in.....\$	315,100.00
Amount of common stock issued, 3,151 shares	315,100.00
Total amount paid in as per books of the company.....\$	<u>315,100.00</u>
Amount of stock per mile of road.....\$	7,683.00
Amount of stock representing the road in Iowa. All of it.	
Amount of stock held in Iowa.....	206,500.00
Total number of stockholders.....	86
Number of stockholders in Iowa	86

DEBT.

Funded debt as follows:	
•\$150,000.00, bonds due 1905, rate of interest, 7 per cent.....\$	150,000.00
Interest paid on same during the year.....\$10,500	
Total amount of funded debt.....\$	<u>150,000.00</u>

Floating debt:

Inurred for construction.....\$	13,363.55
Inurred for equipment.....	65,000.00
Total amount of floating debt.....\$	<u>78,363.55</u>
Total amount of debt liabilities.....	<u>228,633.55</u>

The present company bought this railway October 16, 1879, and paid \$40,000.00 for the whole property, real and personal; and no assets have been added, nor liabilities incurred, during the present year.

Amount of debt per mile of road.....\$	5,570.00
Total amount of stock and debt.....	537,463.55
Amount of stock and debt per mile of road....	18,253.00

COST OF ROAD AND EQUIPMENT.

No account kept.

Average cost of construction per mile of road (41 miles) about \$ 12,000.00
Proportion of cost of construction for Iowa. All.

GENERAL EXHIBIT.

Total earnings.....	\$ 20,175.42
Total expenses, including taxes.....	8,313.34
Net earnings.....	11,862.08
Interest accruing during the year	10,500.00
Interest paid during the year.....	10,500.00
Interest on funded debt.....	10,500.00
Interest paid on funded debt.....	10,500.00
Total income from all sources for the year.....	\$ 20,175.42

ANALYSIS OF EARNINGS.

Earnings, passenger:

From all passengers.....	\$ 2,424.36
From express and baggage.....	193.38
From mails.....	470.25

Total earnings passenger department..... \$ 3,087.99

Earnings per train mile run (9,984 miles) \$.31

Earnings, freight:

Total earnings freight department \$ 17,087.43

Earnings per train mile run (9,984 miles) \$ 1.71

Total transportation earnings..... \$ 20,175.42

Earnings per train mile run, from all trains earning revenue
9,984 miles)..... \$2.02

Earnings per mile of road operated (average for year 16
miles)..... \$ 1,260.96

Total income from all sources. \$ 20,175.42

Proportion of income for Iowa. All.

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track.....	\$ 2,136.40
Total	\$ 2,136.40

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives.....	\$ 632.14
Total.....	\$ 632.14

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives.....	\$ 558.42
Oil and waste.....	134.46
Locomotive service.....	1,260.00
Passenger train service.....	320.00
Passenger train supplies.....	40.80
Freight train service.....	320.00
Freight train supplies.....	96.55
Damage to property and cattle	31.60
Agents and station service.....	630.00
Station supplies.....	34.35
Total	<u>\$ 3,421.08</u>

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks.....	\$ 1,060.00
Stationery and printing.....	122.66
Outside agencies and advertising.....	17.16
Contingencies.....	85.74
Taxes in Iowa	527.04
Total	<u>\$ 1,802.60</u>

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings.....	\$ 2,186.40
Maintenance of motive power and cars.....	968.26
Conducting transportation	3,421.08
General expenses, including taxes.....	1,802.60
Total operating expenses and taxes.....	<u>\$ 8,313.84</u>

Operating expenses and taxes per mile of road (\$519.58).....	
Operating expenses and taxes per train mile run, for trains earning revenue (9,984 miles) cents.....	88
Proportion of operating expenses and taxes for Iowa. All.	
Percentage of expenses to income.....	41

GENERAL RECAPITULATION.

Total income.....	\$ 20,175.42
Total operating expenses and taxes.....	8,313.84
Net income above operating expenses and taxes.....	11,862.08
Net income above operating expenses, taxes, and interest.....	<u>1,362.08</u>

Gross income per train mile run (9,984 miles)	\$2.02
Net income per train mile run (9,984 miles).....	1.19
Percentage of net income to stock and debt.....	2.2
Percentage of net income to cost of road and equipment.....	1.9

DESCRIPTION OF ROAD.

Length main line of road from Fort Madison to Birmingham, Iowa.....	41
Aggregate length of sidings and other tracks not above enumerated, feet.....	3,900
Total length of iron rails in tracks in Iowa, exclusive of sidings Weight per yard, iron 30 pounds.	41
Gauge of track	3 feet.

STATIONS.

Number of stations on all roads owned by this company	12
Number of stations on all roads operated by this company	12
Number of telegraph offices in stations in Iowa. None.	

EMPLOYES.

Number of persons regularly employed on all roads operated by this company, about.....	60
----------------------------------------------------------------------------------------	----

BRIDGES IN IOWA.

	NO.	AGGREGATE LENGTH.
Wooden trestle and pile.....	64	5,345

BOX CULVERTS IN IOWA.

Timber.....	3
Stone.....	5

CATTLE-GUARDS.

Number in Iowa.....	96
---------------------	----

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
Between West Point and Birmingham, 49 bridges	Trestle ..	Wood ..	Fall of 1881	4,140

ROAD-BED AND TRACK.

Number of track sections in Iowa	8
Average length of sections, miles	5
Average number of men in each section gang.....	4

CROSSINGS IN IOWA.

What railroad crosses your road over or under, and at what locality?

St. L., K. & N. W. (north branch) R'y, near Mertensville.

Number of highway crossings at grade.....	55
Number of highway crossings over railroad.....	1
Number of highway crossings under railroad	5
Number of highway bridges 18 feet above track.....	1
Number of highway bridges less than 18 feet above track. None.	

ROLLING STOCK.

	TOTAL.
Number of locomotives.....	4
Number of passenger cars.....	2
Number of baggage, mail, and express cars	1
Number of combination cars.....	1
Number of caboose cars.....	1
Number of box freight cars.....	61
Number of stock cars.....	23
Number of platform cars.....	31
Number of other cars, hand-cars, 11; push-cars, 9; iron cars, 3,	<u>28</u>
Total.....	148
Maximum weight of locomotives and tenders, tons.....	20
Average weight of locomotives and tenders, tons.....	15½
Number of locomotives with train-brake. None.	
Kind of brake. Hand.	
Maximum weight of passenger cars, tons.....	9
Average weight of passenger cars, tons.....	8½
Number of cars equipped with train brake. None.	
Kind of brake. Hand.	
Number of passenger cars equipped with Miller platform and buffer. Two coaches and two combination cars.	

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express Company, at one and one-half first class rates; does a general express business, and they take their freight at our depots.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? \$312.00 per annum to January 1, 1882; \$42.75 per mile per annum for first eleven miles, January 1 to June 30, 1882; compensation for remainder of road not determined.

What amount have you paid for receiving and delivering mail to and from stations on your road?

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
March 28	A. J. Shockett, laborer on construction train	Bridge near Spring Branch	Derailement of car.

INJURED.

1882. May	8 Chas. Engle, conductor	Benbow Station	Coupling cars.
--------------	--------------------------	----------------	----------------

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year .....	.....	1
Number of persons injured during the year .....	.....	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—J. C. Atlee, Fort Madison, Iowa.
Vice President—Henry Ketchum, Fort Madison, Iowa.
Secretary—E. W. Merrill, Fort Madison, Iowa.
Treasurer—S. B. Kenrick, Fort Madison, Iowa.
General Superintendent—S. B. Kenrick, Fort Madison, Iowa.
Chief Engineer—Chas. Harley, Fort Madison, Iowa.
Auditor—S. B. Kenrick, Fort Madison, Iowa.
General Passenger and Freight Agent—S. B. Kenrick, Fort Madison, Iowa.
Attorneys—Van Valkenburg & Hamilton, Fort Madison, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

J. C. Atlee, Fort Madison, Iowa.
H. Ketchum, New London, Wisconsin.
D. M. Kelly, Green Bay, Wisconsin.
S. B. Kenrick, Fort Madison, Iowa.
E. W. Merrill, Fort Madison, Iowa.
J. D. M. Hamilton, Fort Madison, Iowa.
Geo. Schlap, Fort Madison, Iowa.
Chas. Doerr, Fort Madison, Iowa.
T. P. Bingham, Green Bay, Wisconsin.

Date of annual meeting of stockholders, second Tuesday in July.

Fiscal year of company ends June 30th.

General offices of the company are located at Fort Madison, Iowa.

STATE OF IOWA, } ss.
COUNTY OF LEE. }

S. B. Kenrick, Superintendent of the Fort Madison & Northwestern Railway Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be as true, full, and correct a statement of the condition and affairs of said company as can be obtained from the data at his command on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed)

S. B. KENRICK,
Superintendent.

Subscribed and sworn to before me, this 15th day of September, A. D. 1882.

J. D. M. HAMILTON,

[L. S.]

Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 16th day of September, A. D. 1882.

E. G. MORGAN,

Secretary of Board of Railroad Commissioners.

R E P O R T
O F T H E
C E D A R R A P I D S & M A R I O N R A I L W A Y C O M P A N Y,
F O R T H E Y E A R E N D I N G J U N E 30, 1882.

C A P I T A L S T O C K .

Amount authorized by articles of association.....\$	60,000.00
Amount authorized by vote of company.....	30,000.00
Amount issued, number of shares, 600, amount paid in.....\$	39,120.00
Total amount paid in as per books of the company.....\$	39,120.00
Amount of stock per mile of road.....\$	12,000.00
Amount of stock representing the road in Iowa.	60,000.00
Amount of stock held in Iowa.....	60,000.00
Total number of stockholders.....	25
Number of stockholders in Iowa.....	25

The \$60,000 stock contemplates the building of street lines within the city limits of Cedar Rapids.

D E B T .

None. The notes and bonds as reported last year have all been paid and canceled, and there stand no liens on the road.

C O S T O F R O A D A N D E Q U I P M E N T .

Construction of road.....	\$	3,997.95
Motors, cars, and buildings.....		2,367.89
Engine houses, car sheds, and turntables		657.81
Reported last year.....		34,408.27
Total expended for construction, etc.....	\$	40,769.11
Average cost of construction per mile of road (5 miles).....	\$	6,198.68
Proportion of cost of construction for Iowa.....		30,943.41
Total cost of road and equipment.....	\$	40,769.11
Average cost of equipment per mile (5 miles).....		473.57
Proportion of cost of road and equipment for Iowa. All.		
Average cost of road and equipment per mile in Iowa (5 miles)\$		8,153.82

REPORT OF RAILROAD COMMISSIONERS.

GENERAL EXHIBIT.

Total earnings	\$ 13,796.54
Total expenses, including taxes.....	11,821.00
Net earnings	1,975.54
Interest paid during the year.....	369.66
Dividends declared (10 per cent).....	3,000.00
 Total income from all sources for the year.....	 <u><u>\$ 13,796.54</u></u>

ANALYSIS OF EARNINGS.

Earnings, passenger.....	\$ 13,736.54
Mails	60.00
 Total earnings, passenger department.....	 <u><u>\$ 13,796.54</u></u>
Earnings per mile of road operated (5 miles).....	\$ 2,759.81
Total income from all sources.....	<u><u>13,796.54</u></u>

Proportion of income for Iowa..... \$ 13,796.54

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).	
Repairs of road-bed and track.....	\$ 2,297.68
Repairs of bridges, including culverts and cattle-guards.....	13.50
Repairs of buildings, stations, and water-tanks.....	46.91
 Total	 <u><u>\$ 2,358.09</u></u>

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives and cars.....	\$ 1,276.18
 Total	 <u><u>\$ 1,276.18</u></u>

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives (motors).....	\$ 2,167.87
Water supply.....	42.25
Oil and waste.....	273.37
Locomotive and passenger train service.....	3,930.50
Damages to property and cattle.....	76.18
 Total	 <u><u>\$ 5,890.12</u></u>

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks.....	\$ 1,451.12
Legal expenses.....	545.0
General expenses	154.25
Stationery and printing	41.25
Rents.....	27.50
Extraordinary	77.49
Total.....	<u>\$ 2,296.61</u>

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings.....	\$ 2,358.09
Maintenance of motive power and cars.....	1,276.18
Conducting transportation.....	5,890.12
General expenses, including taxes.....	<u>2,296.61</u>
Total operating expenses and taxes	<u>\$ 11,821.00</u>
Operating expenses per mile of road	<u>\$ 2,384.20</u>

GENERAL RECAPITULATION.

Total income.....	\$ 18,796.54
Total operating expenses.....	<u>11,821.00</u>
Net income above operating expenses.....	1,975.54
Net income above operating expenses and interest.....	<u>1,605.88</u>

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS
JUNE 30, 1882.

DEBIT.

Real estate.....	\$ 500.00
Improvement and equipment	9,325.70
Construction account	30,943.41
C. G. Greene, treasurer.....	1,317.83
Dividends (on \$30,000 first issue).....	3,000.00
Repairs track.....	2,297.68
Office furniture and fixtures	4.75
Interest account	369.66
Extraordinary expenses (snow shoveling)	77.49
Car furniture.....	36.83
Rents.....	27.50
Water for motors.....	42.25
Bills received.....	600.00
Accounts received	77.50
Construction material.....	1,407.44
Car and motor service	3,330.50
Officers and agents.....	1,451.12
General expenses	154.25
Fuel account	2,167.87
Oil, waste, and tallow	273.87
Repairs, cars, and motors.....	1,276.18
Miscellaneous tools	94.85
Repairs, buildings, etc.....	46.91
Stationery and printing	41.25
Legal expenses	545.00
Loss and damage	76.18
Repairs of bridges.....	18.50
Total	<u>\$ 59,498.97</u>

CREDIT.

Stock account.....	\$ 39,120.00
Profit and loss.....	2,997.81
Accounts payable.....	2,881.27
Passenger earnings	18,736.54
Unpaid vouchers	401.96
Mails	60.00
Pay-rolls.....	801.39
 Total	 <u><u>\$ 59,498.97</u></u>

DESCRIPTION OF ROAD.

Length main line of road from Cedar Rapids to Marion, miles	5
Total length of road belonging to this company, about 5 miles and 400 feet.	
Total length of iron rails in Iowa, exclusive of sidings, full, miles	5
 Weights per yard, iron, part 16, and part 22 pounds.	
Gauge of track.....	4 ft. 8½ in.
Total miles road operated by this company in Iowa.....	5

STATIONS.

Number of stations on all roads owned by this company.....	2
------------------------------------------------------------	---

EMPLOYES.

Number of persons regularly employed on all roads operated by this company.....	15
------------------------------------------------------------------------------------	----

ROAD-BED AND TRACK.

Number of track sections in Iowa.....	1
Average length of sections, miles.....	5
Average number of men in each section gang.....	5
Total track laid with new rails during the year in Iowa, near ½ mile.	

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

- Chicago, Milwaukee & St. Paul R'y, at half way between Cedar Rapids and Marion.
- Burlington, Cedar Rapids & Northern R'y, at Cedar Rapids.
- Chicago & Northwestern R'y, at Cedar Rapids.

ROLLING STOCK.

Number of locomotives, (motors).....	3
Number of passenger cars.....	4
Maximum weight of motors and tenders (6 and 8 tons).	
Number of locomotives equipped with train brake.....	3
Kind of brake, steam brake.	
Number of cars equipped with train brake.....	4
Kind of brake, common wheel.	

CEDAR RAPIDS & MARION RAILWAY COMPANY.

401

TRAIN MILEAGE.

Miles run by passenger trains during the year.....	2,840
----------------------------------------------------	-------

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains.....	1
-------------------------------------------------	---

PASSENGER TRAFFIC.

Average amount received from each passenger, cents.....	2½
Highest rate of fare per mile for any distance, cents.....	3
Lowest rate of fare per mile for any distance, cents.....	1½

SPEED OF TRAINS.

Rate of speed of passenger trains, including stops, about 10 minutes per mile.

ADDITIONAL QUESTIONS.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? \$150 per annum.

What amount have you paid for receiving and delivering mail to and from stations on your road? \$15.

TELEGRAPH.

How many miles of telegraph are owned by your company? None.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30TH, 1882.

KILLED.

July 20, 1881, Dennis Colbert, employe of company, trackman, Marion, Iowa. Was run over; he stepped in front of motor while same was in motion, intending to get on, missed his step and was thrown under, and died from injuries received about ten days after accident. Colbert stated before his death he was to blame for the accident, and not the company.

The above was reported in last year's report by error, as it belonged to this year.

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year.....	1
-----------------------------------------------	---

Number of persons injured during the year. Don't know.	
--------------------------------------------------------	--

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Wm. Greene, Cedar Rapids.

Vice-President—O. T. Richmond, Marion.

Secretary—N. B. Consigny, Cedar Rapids.

Treasurer—C. G. Greene, Cedar Rapids.

Superintendent—J. P. Messer, Cedar Rapids.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Wm. Greene, Cedar Rapids, Iowa.
S. C. Bever, Cedar Rapids, Iowa.
G. W. Bever, Cedar Rapids, Iowa.
F. C. Hoomei, Cedar Rapids, Iowa.
N. C. Blake, Cedar Rapids, Iowa.
O. T. Richmond, Marion, Iowa.
R. M. Jackson, Marion, Iowa.

Date of annual meeting of stockholders, third Monday in January.
General offices of the company are located at Cedar Rapids, Iowa.

STATE OF IOWA, } ss.
COUNTY OF LINN. }

J. P. Messer, Superintendent of the Cedar Rapids & Marion Railway Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of his knowledge and belief.

(Signed)

J. P. MESSER,
Superintendent.

Subscribed and sworn to before me, this 21st day of August, A. D. 1882.

[L. S.]

N. B. CONSIGNY,
Notary Public in and for Linn County, Iowa.

Received and filed in the office of the Commissioners of Railroads, this
23d day of August, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

ST. LOUIS & DES MOINES NORTHERN
RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1882.

CAPITAL STOCK.

Amount authorized by articles of association.....\$	8,000,000.00
Amount of common stock issued.....\$	387,750.00
Amount of preferred stock issued, and conditions of prefer- ment.....	385,000.00
Total amount paid in as per books of the company.....\$	722,750.00
Amount of stock held in Iowa.....\$	193,875.00
Total number of stockholders.....	2
Number of stockholders in Iowa.....	1

DEBT.

Funded debt as follows:

First mortgage bonds due August 1, 1921, rate of interest 6 per cent	\$ 303,000.00
Interest paid on same during the year. None.	
Bonds are \$4,000 per mile from west city limits to Clive sta- tion, and \$8,000 per mile from Clive station north.	
Total amount of funded debt.....\$	303,000.00
Total amount of floating debt. None.	
Total amount of debt liabilities.....\$	303,000.00

Amount of debt per mile of road.....\$	8,000.00
Total amount of stock and debt	1,025,750.00
Amount of stock and debt per mile of road. When the road is completed, the amount will be \$28,000 per mile.	

COST OF ROAD AND EQUIPMENT.

Total expended for construction.....	\$ 1,025,750.00
--------------------------------------	-----------------

Average cost of construction per mile of road (42.365 miles)....\$ 28,000.00
The equipment is included in the cost of the road.

GENERAL EXHIBIT.

Total earnings	\$ 2,932.00
Total expenses, including taxes.....	1,998.07
Net earnings	\$ 934.30
Interest accruing during the year.....	9,090.00
Interest on funded debt.....	9,090.00

ANALYSIS OF EARNINGS.

Earnings, passenger:

From local passengers.....	\$ 1,205.18
From all passengers.....	\$ 1,205.18
Total earnings, passenger department.....	\$ 1,205.18

Earnings, freight:

From local.....	\$ 1,727.19
Total earnings, freight department	1,727.19
Total transportation earnings.....	\$ 2,932.37
Proportion of earnings for Iowa	2,932.37
Total income from all sources.....	\$ 2,932.37

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track.....	\$ 1,177.75
Total.....	\$ 1,177.75

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives.....	\$ 5.00
Total	\$ 5.00

CLASS 3—CONDUCTING TRANSPORTATION.

Passenger train service	1.25
Damage and loss of freight and baggage.....	1.04
Agents and station service.....	426.08
Station supplies.....	77.40
Total	\$ 505.72

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks.....	\$ 224.00
Stationery and printing	85.00
Total	\$ 309.60

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings.....	\$ 1,177.75
Maintenance of motive power and cars.....	5.00
Conducting transportation	505.72
General expenses, including taxes.....	309.60
Total operating expenses and taxes.....	\$ 1,998.07

GENERAL RECAPITULATION.

Total income.....	\$ 2,992.37
Total operating expenses and taxes.....	1,998.07
Net income above operating expenses, taxes, interest, and rental	994.30

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS,
JUNE 30, 1882.

DEBIT.

F. M. Hubbell, treasurer	\$ 906.10
Des Moines station	27.60
Clive station.....	.60
General office	224.00
Agents and clerks.....	418.53
United States mail expense	7.50
Stationery	85.60
Engine repairs	5.00
Track repairs	1,177.75
Train and station supplies	77.40
Conductors, baggagemen, and brakemen.....	1.25
Lost and damaged freight.....	.68
Drawbacks and overcharged freight.....	.36
Total	\$ 2,992.37

CREDIT.

Gross earnings.....	\$	2,932.37
Total	\$	2,932.37

DESCRIPTION OF ROAD.

Length main line of road from Des Moines to Boone, miles...	42.365
Total length of road belonging to this company, miles.....	42.365
Aggregate length of sidings and other tracks not above enumerated, feet.....	6,038
Same in Iowa, feet.....	6,038
Aggregate length of track computed as single track, exclusive of sidings, miles.....	42.365
Same in Iowa.....	42.365
Total length of iron rails in tracks in Iowa, exclusive of sidings.....	42.365
Gauge of track.....	3 feet.
If any part of the road was first opened for operation during the past year, state the date. May 1, 1882.	
Total miles of road operated by this company.....	42.365
Total miles road operated by this company in Iowa.....	42.365

STATIONS.

Number of stations on all roads owned by this company.....	8
Same in Iowa.....	8
Number of stations on all roads operated by this company.....	8
Same in Iowa.....	8
Number of telegraph offices in stations in Iowa.....	6

EMPLOYES—OPERATING DEPARTMENT.

Number of persons regularly employed on all roads operated by this company	20
Same in Iowa.....	20
Amount paid employees, including officials, on all roads operated by this company.....	\$ 1,876.00
Same in Iowa.....	\$ 1,876.00

BRIDGES IN IOWA.

	AGGREGATE NO. LENGTH.
Combination bridges over 100 feet in length.....	16 7,022
Combination bridges under 100 feet in length.....	56 8,400
Wooden trestle and pile.....	16 7,022

BOX CULVERTS IN IOWA.

Timber	92
--------------	----

CATTLE-GUARDS.

Number of in Iowa	116
-------------------------	-----

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	KIND.	MATERIAL.	WHEN BUILT.	LENGTH IN FEET.
Des Moines River.....	Combination.....	Iron and wood.....	1881 and '82	2,066
9 between Des Moines and Clive.....	Pile.....	Wood.....	1881.....	1,200
16 between Clive and Grimes.....	Pile.....	Wood.....	1881.....	1,088
19 between Grimes and Kelsey.....	Pile.....	Wood.....	1881 and '82	1,728
9 between Kelsey and Madrid.....	Pile.....	Wood.....	1882.....	368
18 between Madrid and Boone.....	Pile and trestle.....	Wood.....	1882.....	3,992

ROAD-BED AND TRACK.

Number of track sections in Iowa.....	7
Average length of sections, miles.....	6
Average number of men in each section gang.....	5

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago, Rock Island & Pacific Railway, at Des Moines.

What railroads cross your road, either over or under, and at what locality?

Chicago, Milwaukee & St. Paul Railway, at Madrid.

Chicago & Northwestern Railway, at Boone.

Number of highway crossing at grade.....	68
Number of highway crossings under railroad.....	3

FENCING IN IOWA.

How many miles of fencing have you on your road	2
What is the average cost per rod.....	.80
What is the total cost of same.....	512.00
How many miles of new fencing have you built during the year	2
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Polk county.....	33
In Dallas county.....	18
In Boone county.....	29

ROLLING STOCK.

	LEASED.	OWNED.	TOTAL.
Number of locomotives.....		3	3
Number of passenger cars.....		3	3
Number of baggage, mail, and express cars.....	1	0	1
Number of parlor and sleeping cars.....			
Number of dining cars.....			
Number of box freight cars.....		6	6
Number of platform cars.....		7	7
Number of other cars, excursion cars.....		8	8
Total.....			28

Maximum weight of locomotives and tenders, tons.....	12
Average weight of locomotives and tenders, tons.....	12
Kind of brake, Westinghouse air brake.	
Maximum weight of passenger cars, tons.....	6½
Average number of cars equipped with train-brake	24
Average weight of passenger cars, tons	6½
Kind of brake, 10 have double, and 14 have single.	
Number of passenger cars equipped with Miller platform and buffer.....	10

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by all trains during the year.....	5,669
Total train mileage	5,669

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains.....	3
Average number of cars in freight trains.....	4

PASSENGER TRAFFIC.

Number of local passengers carried.....	2,298
Total number of passengers carried.....	2,298

Total passenger mileage, or passengers carried one mile.....	41,892
Average distance traveled by each passenger, miles	18
Average amount received from each passenger, cents.....	52
Highest rate of fare per mile for any distance, cents.	4
Lowest rate of fare per mile for any distance, cents	2
Average rate of fare per mile for all passengers, cents.....	2.8

FREIGHT TRAFFIC.

Total tons of freight carried.....	894
Total freight mileage, or tons carried one mile.....	19,298
Average rate per ton per mile received for local freight, cts..	.89
Average rate per ton per mile received for all freight, cts....	.89
Percentage of freight originating at, and carried to stations in Iowa, to total freight carried in Iowa. (This should not include fuel or any material for the use of the road).....	100

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles.....	15
Rate of speed of freight trains, including stops, miles.....	10

TONNAGE OF ARTICLES TRANSPORTED.

Total tons carried.....	894
-------------------------	-----

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? United States Express Company; have no contract with them; take their freight at depot.

U. S. MAIL IN IOWA.

What is the compensation paid you by the U. S. government for the transportation of its mails, and on what terms of service? Have no contract.

What amount have you paid for receiving and delivering mail to and from stations on your road? At Des Moines station, \$5.00 per month.

TELEGRAPH.

How many miles of telegraph are owned by your company? 42.365.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? D. M. N. W. R'y, from Des Moines to Clive, 7.18 miles.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—J. S. Clarkson, Des Moines.

Vice President—J. S. Runnells, Des Moines.

Secretary—J. S. Polk, Des Moines.

Treasurer—F. M. Hubbell, Des Moines.

General Superintendent—C. F. Meek, Des Moines.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

J. S. Clarkson, Des Moines.

J. S. Runnells, Des Moines.

J. S. Polk, Des Moines.

F. M. Hubbell, Des Moines.

Frank J. Pusey, Council Bluffs.

Date of annual meeting of stockholders, first Thursday in January.

Fiscal year of company ends, December 31st.

General offices of the company are located at Des Moines, Iowa.

STATE OF IOWA,
COUNTY OF POLK. } ss.

I, C. F. Meek, General Superintendent of the St. Louis, Des Moines & Northern Railway Company, being duly sworn, depose and say that I have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1882, to the best of my knowledge and belief.

(Signed)
[L. S. OF R. R.]

C. F. MEEK.

Subscribed and sworn to before me, this 19th day of December, A. D. 1882.

[L. S.]

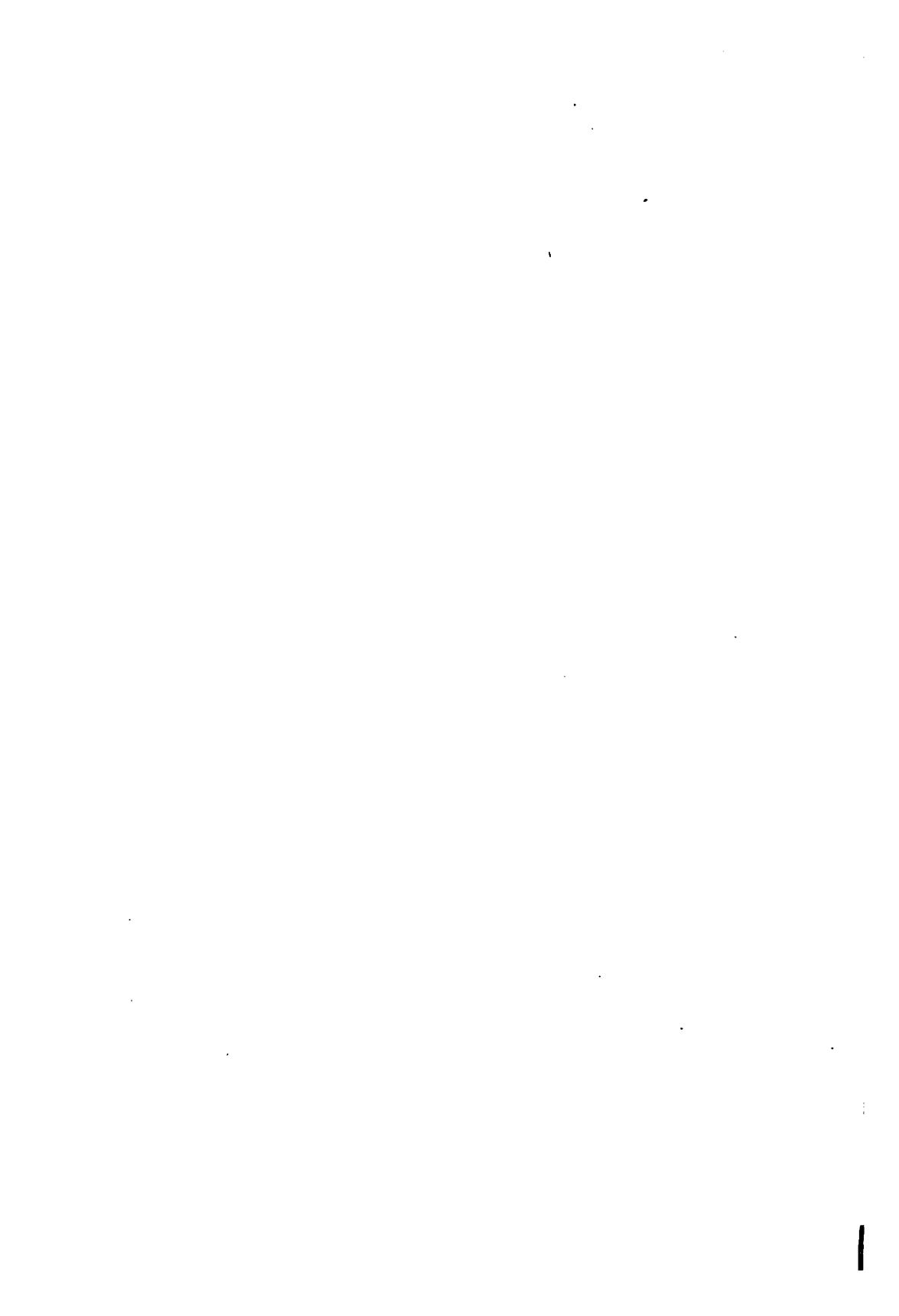
FRANK H. PERRY,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this
19th day of December, A. D. 1882.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

APPENDIX A.

ADJUSTMENT OF COMPLAINTS.



ADJUSTMENT OF COMPLAINTS.

INDEPENDENCE MILLS COMPANY, INDEPENDENCE
IOWA, *Complainant*, }
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, CHI- }
CAGO, MILWAUKEE & ST. PAUL RAILWAY COM- }
PANY, BURLINGTON, CEDAR RAPIDS & NORTHERN }
RAILROAD COMPANY, *Respondents*. } Discrimination.

Filed, October 17, 1881.

DECISION OF THE COMMISSIONERS.

Referring to your letter of December 14th, last, wherein you complain of the high rates on wheat charged by the Illinois Central Railroad Company, and the reduction in charges on Minneapolis flour transported to Iowa markets, the Board has received the following letter from W. K. Ackerman, President of the Illinois Central:

CHICAGO, January 18, 1882.

E. G. MORGAN, *Secretary Board of Railroad Commissioners*:

DEAR SIR—Referring to your letter of the 20th ult., in regard to complaint of the Independence Mills Company, I would say that our rate on flour from Minneapolis to Independence is forty-five cents per barrel, and this is a higher rate than we charge on our Iowa Division locally for the same distances and on the same class of freight. Our wheat rates on our Iowa Division we think are unreasonably low, and the Independence Mills Company has the advantage of them. I do not see that they have any just cause of complaint, because we haul at a higher rate on flour from another State than we charge locally in Iowa.

Yours respectfully,

W. K. ACKERMAN, *President*.

If the through Minnesota rate to Iowa points is higher than the Iowa local rates it would seem that this is all that could reasonably be asked as to the *relation or proportion* of the two charges. Such facts show that Iowa local interests already have an advantage over shipments from Minnesota. The next question is, are the Illinois Central local rates reasonable in themselves? In a former letter you asked for the rate from Waterloo to Independence. On examination we find it to be 6.20 cents per 100 lbs. on wheat, or 3.72 cents per bushel. This is almost exactly the rate fixed by the Iowa tariff ("Granger act") law of 1874. To be exact, the rate charged now is 6.20 per 100 lbs.; the "Granger rate" was 6.14 cents per 100 lbs.—an increase of only .06 of a cent per 100. The Illinois Central is still operating

under "Granger rates" substantially, having made but a slight increase since the repeal of that law, and this only on short hauls and partial car loads.

It was everywhere conceded that the rates of the "Granger law" were exceedingly low, and surely the Illinois Central's Iowa business does not indicate anything like profits year by year. As to the rate on wheat from Waterloo to Independence, and from other stations on the Illinois Central, the Commissioners hold that they are not unreasonable. As to the rate on Minneapolis flour to Iowa points: the rate being relatively higher than Iowa local rates for like distances, they see no good ground of complaint. Besides, they have no jurisdiction over rates between different States, and are powerless in the premises.

As to the branch of your complaint referring to the Burlington, Cedar Rapids & Northern, Superintendent Ives writes that their rate on Minneapolis flour to Independence and other points on the Milwaukee Division is fifty cents per barrel. This is five cents higher than the Illinois Central rate for same service, and therefore makes the relative advantage still greater in favor of Iowa local rates on wheat.

If the Commissioners had the power, they would be reluctant to use it in recommending a higher rate on Minneapolis flour. On this subject Superintendent Ives uses this language: "We think if the Commissioners will "inquire, they will ascertain that people at Independence imported this "flour in consequence of the Mill Company being unable to furnish the "local wants through scarcity of milling wheat. The Independence people "do not state upon what basis they claim our rate to be too low—what the "expense is of the relative flours and reasonable margin for manufacturing "and difference in grades, theirs not being equal to Minneapolis flour. I "think you will learn that these gentlemen wish all other flour excluded "from Independence for the purpose of monopolizing the trade."

The Commissioners have made no inquiry as to those statements, nor are they pertinent to the case. As to the rates of this road on wheat, it should be understood that of the entire run from Northwood to Independence—177 miles, 138 miles is over class "A" road, while 39 miles is class "C." By careful computation we find that the rate now charged exceeds the Granger rate for that distance by one cent and fifty-four hundredths per 100 lbs. The rate on wheat from Postville to Independence, same distance as between Leroy and Postville on the C., M. & St. P. R'y is fifteen cents per 100 lbs., while that of the latter is twenty cents as you know; though they have agreed to make you the same rate as the former, and will probably refund you the five cents overcharge on the shipments in controversy. We do not think their rates unreasonable under all the circumstances; and even if in our judgment they were otherwise, the Board is without authority as to Gordonsville and Glenville shipments, those stations being in another State.

Des Moines, Iowa, January 23, 1882.

SAMUEL A. AYRES & COMPANY, DES MOINES,
Iowa, *Complainants,*
vs.
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY
COMPANY, *Respondent.*

} *Damages.*

Filed, October 22, 1881.

DECISION OF THE COMMISSIONERS.

This complaint was brought before the Board by Mr. Ayres in writing on the 22d day of October, 1881, and consists of two separate claims for damages.

The first, that on the 9th of October, 1880, he received a box of fancy goods, vases, etc., from the Chicago, Rock Island & Pacific Railway Company, shipped from New York; that he notified the agent that the goods were received in a damaged condition; that at the request of the agent he made a list of the damaged goods at cost price, and has repeatedly since that time asked payment of the claim.

Mr. Sage, general freight agent of the company, in a letter to the president of the road, dated December 15th, says: "The injury was received "from improper packing, that vases were broken, one each of two pairs. "Mr. Ayres retained the single vases in his possession, and the question was "whether the company should pay one-half or the whole of the \$4.37; if the "claim had been pressed no doubt it would have been paid." The deposition of Mr. Ayres with regard to this package is, that the box was stove in at the corner, looking as if some heavy weight had been thrown or dumped upon it; that in his judgment the vases were carefully packed; that two vases out of four pairs were unbroken; that after holding them for nearly a year subject to the order of the railway company, he sold them for about one dollar; that he had used his best endeavors to get payment, and pressed the claim in every way he knew before entering this complaint. In presenting this claim he only charged the railway company what the goods actually cost him. The Commissioners regard Mr. Sage's letter as an admission that with the facts correctly stated, Mr. Ayres should be paid the amount of the claim, \$4.37, and so find.

The second claim of Ayres & Co. is for damage to crockery in a crate, which from the bill of lading seems to have been shipped from New York on the 6th day of April, 1881, and received at Des Moines on the 15th. On the bill, in red letters, is stamped "owner's risk." It appears that the crate was shipped from New York to Baltimore by vessel, and the bill of lading says that the marine risk is assumed by the Baltimore & Ohio Road. H. F. Gleason, agent of the Chicago, Rock Island & Pacific Railway, says that the crate was received and loaded in apparent good order on the 10th of April. On the 18th of April, we find the following signed by the check clerk of the Rock Island Railway in Des Moines: "Notation on delivery, one side and "end partially detached; no appearance from outside of contents being "damaged. The breakage reported could not be caused by the strain of the "crate; probable cause, either bad packing or a heavy fall." This was signed "Fred." On July 1st, 1881, the general freight agent of the Baltimore &

Ohio Railway declined to pay any portion of the damage, as the crate was delivered to the Rock Island Road in apparent good order. Tracing the crate from Chicago, it was found that it was put in a sealed car and reached Des Moines with seals unbroken; the engineers and conductors all agree that the car had no rough handling. Mr. Royce, Division Superintendent, concludes that the damage must have occurred in loading or unloading the car.

On the 20th of August, Mr. Tewksbury, agent, declines to pay the breakage for two reasons:

First. The breakage was ordinary.

Second. That property was shipped at owner's risk.

This was the situation at the time the case was referred to this Board.

Ayres & Co.'s bill is as follows: For damage to goods in crate earthenware, No. 433, shipped by Thomas Maddock & Bro., *via* Baltimore & Ohio Railway, April 6, 1881.

.6 ewers at 34 cents each.....	\$ 2.04
.5 basins at 34 cents each.....	1.70
2 covered chambers at 42 cents each.....	.84
1 soap dish cover and drainer.....	.26
2 cups and 3 saucers.....	.15
<hr/>	
Total.....	\$ 4.90

With regard to ordinary breakage Mr. Ayres says that it is from one to two per cent, that the breakage on this crate was ten per cent, and his statement seems so reasonable that we do not think it necessary to pursue this defense further. The second, that the goods were shipped at owner's risk, is practically all that there is in the case that would seem to justify a defense.

The obligation of the common carrier is to transport and deliver goods in same condition as when received, unless prevented by the "act of God or "public enemies"; this obligation is changed by what in fact is a modification of the contract, the railway company stamping on the bill of lading "owner's risk." This is done in all goods that are specially liable to injury, without consulting either the shipper or consignor. Of this, however, Mr. Ayres has no reasonable ground to complain, for he says that all his earthenware is received in that way, and he supposes the railway companies will receive it on no other condition. We have examined authorities as to the extent of the modification of the contract, and find the general line of decisions to sustain the following views:

Hutchinson on Carriers, Sec. 248: "A carrier cannot contract for exemption from liability for losses caused by his own or the negligence of his servants." Some cases are reported as taking a different view, and releasing the carrier from negligence.

Sec. 257. But it will be observed that these cases occurred in States in which the law permits the carrier, by express contract, to relieve himself from the consequences of his negligence. It will consequently be found that in several of the cases heretofore cited as recognizing the right of the

carrier thus to put a limit on the liability to which he would otherwise be subjected, it is distinctly coupled with the condition that whenever the loss can be so traced to his negligence, the contract for limited liability will not avail him, and will be considered out of the way.

SEC. 263. These conclusions, after so thorough an examination of the subject, may be said to have decidedly turned the scale in favor of the exclusion of all contracts between carriers and their employes exempting the former from the consequence of the negligence of every grade of themselves or their employes or servants.

SEC. 262. Case of *Railroad Co. v. Lockwood*, the Supreme Court of the United States held: *First*, that a common carrier cannot stipulate for exemption from responsibility, when such exemption is not just and reasonable in the eye of the law.

Secondly, that it is not just and reasonable in the eye of the law for a common carrier to stipulate for exemption from responsibility for the negligence of himself or his servants.

Thirdly, that these rules apply to carriers of goods and carriers of passengers.

Schouler on Bailments, page 485: The letters "O" "R", written on a bill of lading, aim in some cases to qualify the common law liabilities. The use of this expression by a common carrier seems to throw back the risk of carriage upon the sender or owner so far as public policy will permit.

Page 492: So strong is public sentiment in some parts of our country against allowing railways to qualify their common law liability by special contract at all, that the legislation of certain States make all such contracts utterly void.

Lawson on Contracts of Carriers, Sec. 187: The term "owner's risk" in a contract for transportation, imports that the owner assumes the risk arising from the ordinary dangers of transportation by the means employed, which the reasonable and ordinary care of the common carrier might be insufficient to prevent, and the latter is liable only for those dangers which with ordinary care and prudence might be avoided. He will still be answerable for his own negligence or misconduct or that of his servants or agents.

Section 1308, Code of Iowa: No contract, receipt, rule, or regulation, shall exempt any corporation engaged in transporting persons or property by railway, from liability of a common carrier or carrier of passengers, which would exist had no contract, receipt, rule, or regulation been made or entered into.

The crate was received in Chicago in apparent good condition; when delivered in Des Moines, it was first reported shaky, and afterward the check clerk reported one side and end detached. His note is that the breakage probably came from bad packing or a heavy fall. Bad packing certainly never broke the crate; rough handling or a heavy fall might. The company show very satisfactorily that it was not done in transit between Chicago

and Des Moines, as it was in a sealed car, and every conductor and engineer that had it in charge says that the car had no rough usage.

We think the facts as stated show that the burden of proof lies with the railway company, to prove that it was not injured while in their hands. They have shown that one class of their servants did not injure it, and must have had the same means of ascertaining whether another did.

It seems to us entirely within their power to trace this package from its receipt to its delivery, and the company can hardly mean to say, "if Messrs. Ayres & Co. think this company has been negligent, let them say when, "where, and in what it was negligent."

Ayres & Co. first saw the crate when it was delivered to them broken; when it came into the hands of the railway company it was in apparent good order.

The conclusion of the Commissioners is, that the Chicago, Rock Island & Pacific Railway Company should pay Messrs. Ayres & Co. the amount of the bill rendered, which is:

For this claim .....	.....	\$ 4.99
For the first claim .....	.....	<u>4.37</u>
Total .....	.....	\$ 9.36

The amount of this claim is small, but the Board of Railroad Commissioners have given the subject careful investigation, as the principle that underlies it is important, and from the request of the president of the road "that the Commissioners should give expression to their views as to whether "the billing at owner's risk, in consideration of reduced rates, can be considered as a release from claims of this class."

Des Moines, Iowa, February 15, 1882.

W. S. RICHE, MUSCATINE, IOWA, *Complainant,*,
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN }
RAILWAY COMPANY, *Respondent.* } *Damages.*

Filed, October 29, 1881.

DECISION OF THE COMMISSIONERS.

The complainant alleges that he shipped a car load of melons at Muscatine, consigned to St. Paul *via* the Burlington, Cedar Rapids & Northern Railway; alleges an unreasonable delay in transporting the freight, in consequence of which the melons rotted to some extent before reaching their destination, and claims damages for the alleged loss. In a supplemental letter of complaint it is alleged that the parties saw the car of melons standing on the track at Albert Lea "broken open and a good many of the melons gone"; also, that on application to the company for damages and a release of the freight charged, the company refused and replied, "no one to blame."

Complainant makes demand for \$125.80 damages, "on account of delay." Superintendent Ives, of the railway complained of, makes oath to the allegations as follows, relating to the movements of the melons: The shipment was loaded at Muscatine on Friday, August 5th, and left Muscatine by first train Saturday morning; taken from Nichols by first freight train, and arrived at Cedar Rapids same day, Saturday. As we run no freight trains on Sunday, this car laid at Cedar Rapids until 2:30 Monday morning, and reached Albert Lea at 5:30 same day; left Albert Lea at 2 Tuesday morning, arrived at Minneapolis afternoon of same day and delivered to St. Paul, M. & M. R'y for St. Paul, which point was reached that night, and consignee received property on Wednesday, the 10th, being actually three days in transit, and one additional day (Sunday) making four days in the hands of the railway.

In a subsequent communication, dated December 15, Mr. Ives further says: "I have gone over the matter again and must refer you to mine of October 31st to you, on the same subject, the facts therein stated remaining fully substantiated on the second investigation. Our records show the movement of the car day by day, the trains showing no delay, but car moved by first train every time. As to the statement of his (Richie's) agent, Mr. Barnard, about his seeing the car standing on the track at Albert Lea, broken open, he says: But he is unable at this date to swear positively as to the number of the car. * * * * As for the car being broken open, shippers of melons do not want the cars fastened and sealed as with other property, but want to leave the doors partially open with slats nailed on in order to ventilate the car, and it is distinctly understood with shippers. Mr. Richie was particularly told that if he desired cars left in this condition, it must be at his own risk of having them stolen, as when freight of this character is left so exposed it is practically impossible for the railway to defend it from tramps and other irresponsible parties. * * * * * The statement made by Mr. Richie that our agent at Albert Lea states in his letter to them that he found my car standing on the track broken open and a good many of the melons gone, is erroneous, as no such statement was made by our agent."

It is the judgment of the Commissioners, therefore, that there was no detention of this car of freight, entitling complainant to damages. The other branch of the complaint, that the car was broken open and a part of the melons taken out and destroyed while the car was at Albert Lea, Minnesota, has not been sustained by any competent evidence. Indeed, it is admitted in complainant's letter of November 26th, that his agent, Mr. Barnard, "is unable to swear positively to the number of the car." Complainant asserts that the railway company's agent at Albert Lea states in his letter to them that he "found my car standing on the track broken open and a good many of the melons gone." Replying to this, Superintendent Ives says: "The statement is erroneous, as no such statement was made by our agent." The Commissioners have waited patiently for proof from the complainant, but up to this time nothing beyond the allegation of complainant

has been supplied. But the fact that the contract to carry the freight was for inter-State service, takes the case as to the question of damages out of the jurisdiction of this Board, their powers extending only to business and contracts for service wholly within the State of Iowa.

The proper remedy for complainant is in the courts.

Moines, Iowa, January 25, 1882.

R. B. FISHER, KNOXVILLE JUNCTION, IOWA,
Complainant,
vs.
CHICAGO, ROCK ISAND & PACIFIC RAILWAY
Company, Respondent.

} Petition for Crossing.

Filed November 4, 1881.

KNOXVILLE JUNCTION, MAHASKA Co., Iowa, }
November 2, 1881.

To the Railroad Commissioners, State of Iowa:

The undersigned complainant, R. B. Fisher, respectfully represents that he is the owner of land on both sides of the Chicago, Rock Island & Pacific Railway, at Knoxville Junction; that he has a residence on one side of the said railway, and has a tract of about nine acres on the south side of said railway, and a tract 66 by 133 feet on north side of said railway; his residence is on the north side and his place of business on the south side of said railway; that on October 11, 1881, he gave to the agent of said railway company, at Knoxville Junction, a notice, a duplicate as follows:

STATE OF IOWA, } ss.
COUNTY OF MAHASKA. }

To the Chicago, Rock Island & Pacific Railway Company: Take notice that I own a tract of land at Knoxville Junction, Iowa; said tract consisting of about three acres of land, lying on both sides of your railway. I desire that a good and convenient crossing be made over your railway; said crossing to be immediately west of the end of your platform at said junction; said crossing suitable for teams and persons. I desire that said crossing be constructed immediately.

R. B. FISHER.

October 11, 1881.

That said company has not made any crossing over said railway as requested, and has violated its duty in that respect, and he asks the said Commissioners to take cognizance of said grievance and to require said company to comply with said request, and to give him such relief as he may be entitled to.

Respectfully,

R. B. FISHER.

Subscribed in my presence and sworn to before me, this second day of November, 1881, by the above named R. B. Fisher.

JOHN D. LACEY, *Notary Public.*

DECISION OF THE COMMISSIONERS.

The complaint as to failure of the Chicago, Rock Island & Pacific Railway Company to construct causeway for R. B. Fisher over its track between lots or parcels of his land either side thereof, was duly referred to the president of said company. Reply has been received, together with a plat of the

town, which shows that not only several side-tracks intervene between his lots, but that a public street also intervenes. And it is also shown by the respondent that these streets and lots have been laid out since the construction of both lines of railway. And the Board further finds that were the foregoing facts wanting, he still would not be entitled to the causeway he demands, as the point he designated is unsafe, and consequently an unreasonable place. And it is further shown by his own letter that there is a public street between his north lot and the railway. Consequently, section 1268 of the Code of Iowa has no application in this case.

The Commissioners are, therefore, clearly of the opinion that complainant is not entitled to the causeway he requests of the railway company.

Des Moines, Iowa, January 27, 1882.

HUTTUN & DURETTE, RANDOLPH, IOWA, }
Complainants, }
 vs. }
 CHICAGO, BURLINGTON & QUINCY RAIL- }
 ROAD COMPANY, *Respondent.* }

Filed November 26, 1881.

SIDNEY, IOWA, November 22, 1881.

DEAR SIR—We have been refused the justice of the payment for the loss of ten hogs that were killed for us in shipment on or about May 23, 1881. We billed the hogs to be fed at Ottumwa and Galesburg, but they run right on past Ottumwa and fed them at Burlington, and we had ten dead hogs. Our commission men presented a bill for the same to the general agent, I believe, at Chicago. We have written several times and get no answer at all lately. They wrote us last spring that our bill was on file and the account would be considered when our turn came; we think our turn ought to come pretty soon. Will you please write me in regard to the case.

Our commission men are Rosenbaum, Bass & Co.

Yours truly,

HUTTUN & DURETTE.

Address: Randolph, Fremont county, Iowa.

P. S.—We ship a great deal of stock, and feel we ought to have pay for this without any trouble; they violated the contract, and certainly ought to pay for that reason. A collision killed the stock, and we understand there was a collision about that time, near that place, in the eastern part of the State.

H. & D.

A copy of this letter was sent the general manager of the Chicago, Burlington & Quincy Railroad, which was answered as follows:

CHICAGO, December 9, 1881.

E. G. MORGAN, Esq., *Secretary Railroad Commissioners, State of Iowa, Des Moines, Iowa:*

DEAR SIR—Your favor of the 28th ult., addressed to our general manager, containing complaint of Huttun & Durette, is referred to me for answer. In reply have to say that this claim has been in process of investigation since presented, and while H. & D. may be technically correct in saying that they have written us several times in regard to same without reply, they

must be aware that the papers have been in Sidney once or twice and that they have seen them there.

The facts are substantially as stated; namely, that in May last they shipped sixty-five hogs in a car for Chicago, with orders to feed at Ottumwa and Galesburg. For some reason the car was not unloaded at Ottumwa but run to Burlington before unloading. Whether this was done through any negligence on the part of the company's employees, or whether it was done at the request of the party in charge of the stock we have been unable to ascertain, for the reason that the man who was then in charge of our yards at Ottumwa has left the service.

The real questions at issue, and those we are trying to decide, are these: 1st. Was the feeding point changed by order of the party in charge of the hogs; and, 2d. Were the ten dead hogs which were found on arrival of the car in Burlington killed by reason of overloading or because of the extra four hours occupied in the run from Ottumwa to Burlington before being unloaded. It seems altogether probable that the loss was occasioned by overloading, but inasmuch as it is one of those questions which can never be settled in a manner satisfactory to both parties, we have been aiming to get all the facts, before further negotiating with H. & D. as to settlement. The complaint of H. & D. to you is a little premature. It is questionable if we owe them anything. If we do, we are ready and willing to pay it, but the investigation of doubtful claims like this, necessarily takes a good deal of time. We shall be ready in a few days to say to them that we will or will not pay the claim. Yours truly,

E. P. RIPLEY, *General Freight Agent.*

On the 20th of February, the complainants informed the Commissioners that they had settled with the railroad company.

J. Q. HANNA, GOLDFIELD, IOWA, *Complainant,*
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent.*

Filed, November 29, 1881.

GOLDFIELD, IOWA, Nov. 22, 1881.

HON. M. C. WOODRUFF:

DEAR SIR—I wish to call your attention to the T. & N. W. R. R. Co., in regard to the location of their depot, and also their manner of operating trains.

1st. The T. & N. W. asked the people of Goldfield to assist them by voting a five per cent tax, agreeing on their part that if the tax was voted, they would act in good faith with the people, build their road and depot according to terms set forth in their proclamation. The people voted the tax, and the company went to work as though they intended to accept the conditions, representing to owners of land along the line that they expected to build their road and depots as set forth in their election proclamation, and in settlement for right of way deducted the five per cent from the damage, really collecting from some of our citizens the five per cent tax. After securing the right of way in the manner above stated, they located their depot one and one-half miles from the point agreed upon, and one mile from the crossing of the B. C. R. & N. R'y, and they now refuse to deliver freight or mail or passengers at Goldfield, making it very inconvenient for our people. We doubt not that the N. W. Co. are *able* and *willing* to ignore our rights, but we are not disposed to submit tamely.

I have every reason to believe that their action in regard to Goldfield has been governed by spite and envy of little great men. I would like very much to hear from you in regard to this matter.

Very respectfully,
J. Q. HANNA.

A copy of this letter was sent the General Manager of the Chicago & Northwestern Railway, and the General Superintendent of the Burlington, Cedar Rapids & Northern Railway. Mr. Hughitt replied as follows:

CHICAGO, JULY 26, 1882.

E. G. MORGAN, Esq., *Secretary Railroad Commissioners, Des Moines:*

DEAR SIR.—Referring to the complaint of Mr. Hanna, of Goldfield, Iowa, respecting the construction of the Toledo & Northwestern Railway, I have to say: The company has no knowledge of any misrepresentation or deception practiced by the agents appointed to procure the right of way, and station grounds for that road. There was a large amount of tax aid voted to the company, but not one dollar has been accepted by it. The company preferred to be free from the conditions usually imposed under such circumstances. The right of way has been paid for as agreed in all cases. I do not know of any unsettled claims against it. Stations have been located at such points as, in the judgment of the management, the interests of the company and its patrons would be well served. The branch of the Burlington, Cedar Rapids & Northern Railway, to which Mr. Hanna refers, did not exist at the time the Toledo & Northwestern road was built.

Very truly,
MARVIN HUGHITT.

GOLDFIELD, IOWA, February 6, 1882.

E. G. MORGAN, Esq., *Secretary Railroad Commissioners:*

DEAR SIR—Yours of January 27th received, and in reply thereto I beg leave to submit the following: 1st. The proclamation calling the special election, and fully setting forth the conditions. The agents of the Toledo & Northwestern Railway did often assert that all the people had to do was to vote the tax, and that the road would be constructed as set forth in the proclamation, or notice. If desired I can furnish you many affidavits that they so represented. They have built the depot about one and one-half miles from the place named in the notice.

They have been running trains thereto about nine or ten months, and all that they have now to prove that they located the depot "so as to accommodate the public, etc." is *one store and a hay press*. You will see by reading the notice, that a depot was to be built within half a mile of the southwest corner of section 34, 92, 26. As soon as the tax was voted, they proceeded at once to secure the right of way, representing to the citizens that they intended to accept the tax, and build according to said notice. In proof whereof I herewith attach evidence of county recorder.

In order to explain the method pursued to secure right of way, I will explain the settlement with George W. Hanna.

They agreed that his damages would amount to \$200, that his five per cent tax would amount to \$150. They paid him \$50, and released him from tax. It is plain to be seen Geo. W. Hanna has paid the Toledo & Northwestern \$150, for something or nothing, which?

If they had built according to proclamation they would have earned the tax, and Geo. W. Hanna would have had no reason to complain of unfair treatment. But as they did not build the depot as agreed, they are certainly \$150 or more ahead in this one transaction.

The above is a fair illustration of the methods used to secure this right of way. Was there no deception used? These people worked earnestly to

comply with all demands of the company, and succeeded in securing the aid demanded, and they did it in good faith. What we now ask is, that the Toledo & Northwestern put in a depot at Goldfield, and that the Toledo & Northwestern and Burlington, Cedar Rapids & Northern Railways, unite in putting in a transfer or Y.

Very respectfully,

J. Q. HANNA.

CLARION, February 3, 1882.

MR. J. Q. HANNA:

DEAR SIR—I find upon records of this county deeds given by residents of Liberty township to the Toledo & Northwestern Railway Company for right of way. I also find in the deeds first, as a consideration, the sum of one dollar up to forty dollars. Also deeds say that in further consideration, the company agrees to remit the railway taxes due from these several parties.

J. S. Braden, through southwest southwest 3, 91, 26.
W. Nees, through south half northeast 33, 92, 26.
John Kelling, through southeast quarter 6, 92, 26.
Lucy Barnes, through west half southeast 28, 92, 26.
Geo. W. Hanna, through east half southwest 21, 92, 26.
J. H. McHenry, through south half northwest 8, 42, 26.
Chas. D. Fields, through land in 8, 92, 26.

And I further say that W. Nees has never received one cent for his right of way. The company agreed to remit his railroad tax and build fence and make crossing by January 1, 1882, and these stipulations are in the deed, and they have failed to comply with any of them.

I hereby certify that the above stipulations and conditions are contained in the several deeds above mentioned.

ED. HARTSOCK, *Recorder.*

NOTICE OF SPECIAL ELECTION.

Whereas, on the 21st day of May, 1880, a petition signed by a majority of the resident freehold tax-payers of Liberty township, Wright county, Iowa, was presented to the undersigned, trustees of said township, asking the submission to the qualified electors thereof the question of whether a tax of five per centum shall be levied upon the present valuation of the taxable property of said township for the purpose of aiding in the construction of the Toledo & Northwestern Railway from a point near Callanan, Hamilton county, Iowa, to a point on the north line of the State of Iowa, under the provisions of chapter 123, laws of the Sixteenth General Assembly of Iowa, and amendments thereto contained in chapter 157, laws of the Seventeenth General Assembly of said State, and chapter 28 of the laws of the Eighteenth General Assembly of said State, said tax to be due and payable and collectible as follows: One-half thereof in twelve months after the said road is fully completed to Goldfield, and a depot built within one-half mile west of the southwest corner of section 34, township 92 north, range 26 west, and the remaining half of said tax shall be due, payable, and collectible one year thereafter; provided, also, that the whole of said road shall be completed between said points on or before the 31st day of December, 1881, and that the said railroad company shall, within ninety days after said tax is voted, file with the auditor of Wright county, their acceptance of the aid so voted, and their agreement to build the proposed railroad.

Therefore, notice is hereby given that on the 5th day of June, 1880, at the school-house in Goldfield, the place where the last general election was held, a special election will be held for the purpose of submitting the above ques-

tion to the qualified electors of said township, in the following form: For taxation, or against taxation.

Given under our hands this 22d of May, A. D., 1880.

E. C. MCINTOSH,
JAMES MACK,
A. MCINTYRE,
Trustees of Liberty Township.

Attest: S. B. KIMBALL, *Township Clerk.*

I hereby certify that the above is a true copy of the proclamation upon which aid was voted to the Toledo & Northwestern Railway.

J. E. ROBBINS, *Township Clerk.*

RECOMMENDATION OF THE COMMISSIONERS.

A copy of this recommendation was sent to Marvin Hughitt, General Manager C. & N. W. R'y, and to C. J. Ives, General Superintendent B. C. R. & N. R'y, on the 10th day of February, 1882.

The Board are in receipt of another letter from Mr. J. Q. Hanna, of Goldfield, Iowa, requesting that a "Y" be put in and a station-house built at the intersection or crossing of your road at said town, with the Burlington, Cedar Rapids & Northern Railway. He also claims that you have accepted the tax voted by the people of Liberty township, and violated the conditions on which you accepted it. This branch of the case, however, the Board decline to entertain for want of jurisdiction. As to the request for the "Y" and the station-house, it is the judgment of the Board that you comply therewith. Section 1292 of the Code of 1873, as amended by chapter 18, laws of the Fifteenth General Assembly, provides: Any railway corporation operating a railway in this State, intersecting or crossing any other line of railway of the same gauge, operated by any other company shall, by means of a "Y," or other suitable or proper means, be made to connect with such other railway so intersected or crossed. Section 1293 of same act amended as above, provides that "when such corporations are unable to agree upon "the methods and terms of such connections * * * either "or any person interested in having such connection made may make application to the District or Circuit Court in any county in which said connection may be desired or located, or to the judge of said courts if in vacation, "after ten days written notice to the companies," and then goes on to provide the method and means of accomplishing said connection. The first section quoted makes it imperative that intersecting railways *shall* connect by means of a "Y," and the next section provides the method and terms of connection when such intersecting railways cannot agree upon them; and it provides further, that any person interested may avail himself of the provisions of this section to secure the connection desired.

Section 3, of chapter 77, of the acts of the Seventeenth General Assembly provides: "Whenever, in the judgment of the Railroad Commissioners, * * * any addition to, or change of, its station or station-

"houses, * * * is reasonable or expedient, in order to promote the security, convenience, and accommodation of the public, said Railroad Commissioners shall inform such railroad corporation of the changes which they adjudge to be proper."

The Commissioners are of the opinion that the Chicago & Northwestern Railway Company in connection with the Burlington, Cedar Rapids & Northern Railway Company should put in a "Y" as required by law, and that such platform and station-house should be erected at said crossing as will "promote the security, convenience and accommodation of the public" at said crossing. A duplicate of this recommendation has been sent to Mr. C. J. Ives, Gen. Supt. B., C. R. & N. R'y, who it is expected will join you in the accomplishment of this work.

Des Moines, Iowa, February 10, 1882.

CEDAR RAPIDS, IOWA, Feb. 17, 1881.

E. G. MORGAN, Esq., *Secretary Railroad Commissioners, Des Moines:*

DEAR SIR—In reply to yours of February 10, regarding complaint of J. Q. Hanna, Goldfield, Iowa, would say, that no application has ever been made to us by Mr. Hanna or any one else at Goldfield for a "Y" or depot at the junction, and probably for the very good reason that none is needed. Our depot is but a few rods from the crossing of the C. & N. W. track. There being no interchange of business between our two roads at that point no Y is needed either by Mr. Hanna or any one else. As you probably may remember from the previous correspondence regarding the Y at Abbott, our views do not accord with those expressed by the Commissioners in regard to the pereimpitoriness of putting in such Y's, but that in case of non-agreement of such matters between roads a way is provided for settling them. I have written Mr. Huggett in regard to what his views may be in this case.

Very respectfully,

C. J. IVES, *General Superintendent.*

DES MOINES, IOWA, Feb. 21, 1882.

C. J. IVES, Esq., *Gen. Supt. B., C. R. & N. R'y, Cedar Rapids, Iowa:*

DEAR SIR—I am instructed by the Board to acknowledge the receipt of your letter of the 17th inst., and to say that if they understand you rightly, you deny the right of the Commissioners to direct the putting in of a "Y," as provided for in chapter 18, acts of the 15th General Assembly. If those are your views, please state so specifically, that the law may be amended during the present session of the legislature. Be kind enough to answer immediately. By order of the Board.

E. G. MORGAN, *Secretary.*

CHICAGO, February 20, 1882.

E. G. MORGAN, Esq., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Referring to the complaint of J. Q. Hanna, of Goldfield, Wright county, Iowa, that a connecting track between the Burlington, Cedar Rapids & Northern and Toledo & Northwestern Railways, at the crossing of the two roads in that county, has not been constructed, I have

to reply that we are now in correspondence with the B., C. R. & N. Co. regarding the matter, and I have no doubt we will be able to agree with them on terms under which it may be built. Yours truly,

M. HUGHITT.

CEDAR RAPIDS, IOWA, Feb. 23, 1882.

E. G. MORGAN, Esq., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I have yours of February 23d, and would again state the objections to the Commissioners' interpretation of chapter 18, acts of the 15th General Assembly. It seems to me that it was not contemplated in that act to compel railways to put in connecting tracks when not needed for the transaction of business between two roads, but that in case of disagreement between two companies, a way was provided by which the connection should be made. If any legislation is needed in the matter, I think it would be well to empower the Commissioners to investigate all such cases and hear the testimony of both roads and then advise as to what they think best to be done under the circumstances.

I have a letter from Mr. Hughitt in regard to the Goldfield "Y," in which he says there is not the slightest necessity for such connection, and I understand from people of Goldfield that the complaint against that road was of a vindictive spirit and feeling that they had been aggrieved by the action of the road building an opposition town a short distance away, and not that there was any necessity for a connecting track or depot at the junction. You will readily see that the citizens of Goldfield could ship freight either to or from without the necessity of any track connecting the two roads, provided each had depot facilities of their own, and this is in my mind another proof of the faulty construction of this section compelling roads to build these connecting tracks. I trust this matter will not be insisted on to put us to such an extraordinary expense at that point, when we have provided all the facilities necessary to do the business of the town.

Yours truly,
C. J. IVES, *General Superintendent.*

DES MOINES, IOWA, March 16, 1882.

C. J. IVES, Esq., *Gen. Supt. B., C. R. & N. Ry, Cedar Rapids, Iowa:*

DEAR SIR—Again referring to the complaint of J. Q. Hanna, in regard to the "Y" at the intersection of your road with that of the Chicago & Northwestern at Goldfield, and in reply to yours of the 23d of February, I am instructed to say: The Commissioners have again carefully and critically examined chapter 18, acts of the 15th General Assembly, amending sections 1292 and 1293, of the Code of 1873, in regard to the construction of Y's at the intersection of all railways of the same gauge, and they are of the clear and firm conviction that the legal requirement is unconditional and imperative. The law reads: "Any railway corporation operating a rail-way in this State intersecting or crossing any other line of railway of the same guage operated by any other railway company, *shall* by means of a "Y, or other suitable or proper means be made to connect with such other "railway so intersected or crossed."

The Board are unable to see how language could be more explicit or more imperative; and certainly there are no conditions in the act which create any discretion in the railways so intersecting. The next section merely provides for the appointment of Commissioners by the Judge of the District or

Circuit Court "to determine the method and terms of connection" in cases where such intersecting corporations are unable to agree upon the method and terms of connection, etc. The Commissioners did not enact the law and whether it be oppressive in some particular cases, it is not their province to pass upon. The least they can do, when complaint is made under it is to declare the law and recommend compliance, and in case of a refusal to comply, to point out to the complainant the remedies which the laws supplies. This law, as it affects the interests of the people at Goldfield may or may not be of any practical use, and the complaint may proceed from a "vindictive spirit" towards the railroads, yet neither of these circumstances can in the least change the plain terms of the law. Answering the complaint, which was also made against the Chicago & Northwestern Company, General Manager Hughitt says under date of February 20th: "I have to reply that we are now in correspondence with the B., C. R. & N. Co. regarding the matter, and I have no doubt that we will be able to agree with them on terms under which it may be built."

By order of the Board.

E. G. MORGAN, *Secretary.*

DES MOINES, IOWA, March 30, 1882.

HON. J. TRACY, *President B., C. R. & N. R'y Co., Burlington, Iowa:*

DEAR SIR—Complaints of individuals and of whole communities are on file in this office asking the Board of Commissioners to secure compliance with the laws of Iowa by your railway in regard to the construction of a "Y" at all points of intersection of the road with other roads of like gauge; also for buildings to provide shelter for passengers who may change from one of the roads so intersecting to the other. One case of complaint comes from the town of Abbot, in Hardin county, the other from Goldfield, Wright county.

The Board instruct me to call your attention to sections 1292 and 1293 of the Code, as amended by chapter 18 of the acts of the Fifteenth General Assembly, and to section 3, chapter 77, of the acts of the Seventeenth General Assembly; also to published decisions of the Board upon complaints under these laws, in their report for 1880, pages 136 to 141, and in report for 1881, page 143.

Your attention is also called to the following letter yesterday addressed to C. J. Ives, General Superintendent of your company, and particularly to the last paragraph. I am instructed to say that the recommendations of the Board on the complaints in which the Burlington, Cedar Rapids & Northern and the Central Iowa are the intersecting lines, are the only ones which have not been complied with by the companies interested, all other roads in Iowa promptly complying under like circumstances. The Commissioners did not enact the law, and whether it be oppressive in some cases it is not their province to inquire. The most they can do under it, when complaint is made, is to declare the law and recommend compliance, and in case of

refusal to comply, to point out to complainants the remedies which the law supplies.

Yesterday's letter to Mr. Ives was as follows:

DES MOINES, March 29, 1882.

C. J. IVES, Esq., *Supt. B., C. R. & N. R'y, Cedar Rapids, Iowa:*

DEAR SIR—On the first of December, 1880, nearly sixteen months ago, the Board of Railroad Commissioners, on the complaint of J. M. Lieser, recommended the construction of a "Y" at the intersection of your road with the Central Iowa at Abbot. In correspondence with you in this case, the Commissioners have your letter of November, 1880, in which you state that you had written Secretary Morgan that "a platform had been put in at the "junction," and that "a building would soon be put up," etc. On this assurance, the Board made no recommendation as to the station building, or building for the comfortable shelter of passengers who may wish to change cars at said crossing, but contented themselves with quoting to you the clear terms of the law as to the power of the Commissioners to require such a building. A similar recommendation was made to Supt. Pickering, of the Central Iowa. November 24, 1881, nearly a year after the recommendation of the Board in the case of Leiser, J. T. Miller made complaint that there was much suffering endured by passengers who changed cars at the Abbot crossing, for want of shelter; that many persons change there daily, and that among them were ladies who could not safely endure the inclemency of bleak winter weather.

On this complaint, the former recommendation of the Board in the Leiser case was repeated to you and to Supt. Pickering.

On the 10th of December, 1881, the Commissioners received a petition from thirty-eight citizens of Abbot, praying that the "Y" and the building for shelter might be ordered by the Board.

The complaint of J. Q. Hanna, Goldfield, in November last, asking for the construction of a "Y" at the intersection of your line with the Toledo & Northwestern raised the same question, and the same recommendation was made by the Board. The Commissioners have the opinion of the general solicitor of the Chicago & Northwestern Railway, through General Manager Hughitt, that the interpretation made of the laws on these questions by the Board is unquestionably correct, and that there was no legal alternative on the part of the roads intersecting but compliance, and this assurance was emphasized by Mr. Hughitt expressing the purpose of his company to construct a "Y" at all points of intersection with other railways of like gauge in Iowa. In a letter dated March 16th inst., the Commissioners wrote you at length their decision in the Goldfield case. They quoted to you the expressed intention of the Chicago & Northwestern Railway Company to comply with the recommendation, and hoped to get prompt response from you of like import.

I am instructed by the Commissioners to ask you to state at as early a day as you can, whether it is the intention of the Burlington, Cedar Rapids & Northern Railway Company to comply with their recommendations. This specific answer is required in order that the respective complainants may be notified of your intention, and that they may avail themselves if they so desire of the provisions of section 1298, chapter 18, acts of the Fifteenth General Assembly, if your company refuses to heed the recommendations. It has been a favorite belief of this Board, as it has been of other Commissioners, that the simple power to investigate and recommend was quite sufficient to secure prompt compliance with the law. It has often been asked of its members if more power—power to enforce its recommendations—would not increase the efficiency of the Board and the commissioner system. The invariable answer has been that the best results had come from the exercise of mere advisory or recommendatory powers; that compliance, without employing the usual powers of judicial execution, was practically voluntary, and hence far more satisfactory to the public. The Beard, therefore, wish to know if the B. C. R. & N. Co. proposes to put this most prominent feature of the commissioner system to such a test as will logically challenge the enactment of amendments supplying power to enforce execution of recommendations.

Will you please make reply to this at your earliest convenience?

The Board deemed it advisable to forward you a copy of the letter to Supt. Ives, and to invite your attention to the matter complained of. They would be pleased to hear from you on it as soon as you shall have given it such consideration as you think it merits.

By order of the Board.

E. G. MORGAN, *Secretary.*

BURLINGTON, IOWA, March 31, 1882.

E. G. MORGAN, Esq., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—In reply to your favor of 29th inst., I beg to say that this company now contemplates the removal of the station named Cleves, near Abbott, to the point of crossing of the Central Iowa track, and if such removal is made, the additional facilities for the transaction of business at that point, the putting in of a "Y," etc., will be attended to. There is really no necessity for the putting in of a "Y" at the point of crossing the B., C. R. & N. Co.'s line by the C. & N. W. at Goldfield.

No one would be benefited by it; but if insisted upon by the applicant, the recommendation of the Commissioners will be complied with.

Although not uninformed as to the provisions of the Iowa statutes you have referred to, I am nevertheless under obligations to you for the pains you have taken in pointing them out to me. It is barely possible that the courts of this State may not fully agree with the Honorable Commissioners in their construction of the statutes referred to. I am quite willing, however, to accept their construction of the law as applicable to the two cases involved, and expect that this company will take action accordingly.

Yours respectfully,
J. TRACY, *President.*

DES MOINES, Iowa, April 1, 1882.

HON. J. TRACY, *President B., C. R. & N. Ry Co., Burlington, Iowa:*

DEAR SIR—Your letter of 31st ult. received and contents noted. The Commissioners are pleased to note that you are "quite willing, however, to accept their construction of the law as applicable to the two cases involved, "and expect that this company will take action accordingly." In that case it is quite immaterial whether the courts of the State agree with them on the construction of the several statutes referred to.

Very respectfully,

E. G. MORGAN, *Secretary.*

CEDAR RAPIDS, Iowa, April 4, 1882.

E. G. MORGAN, Esq., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I have yours of March 28th, and under instructions from our president have delayed reply, as I now understand from him that he has been in correspondence with the Commissioners on the same subjects.

You say you have the opinion of the general solicitor of the C. & N. W. Railway in regard to the mandatory interpretation of the law, regarding the putting in of Y's or connecting tracks by railways. This opinion does not coincide with that of our president, Judge Tracy. I do not wish, however, to argue this point as it is to my mind a legal one, but will only suggest that if strictly enforced, great injury might be done to the railway companies by irresponsible parties making complaints, and compelling railroads to be at a large expense, when it is entirely unnecessary. The officers of the roads necessarily should be better informed as to the business on their lines, and the necessity of connecting tracks rather than outside parties, who have no use for the tracks, but simply complain that such are not put in, knowing the interpretation placed by the Commissioners on the statutes.

I am most favorably inclined to the Commissioner system, and have the very highest respect for the gentlemen comprising it, and certainly do not wish to place our line in antagonism to their rulings; but where the end sought for, which is the accommodation of the people, can be had without the additional expense of connecting tracks, which are not needed, I am in favor of such accommodation being furnished, and in regard to the two points now under consideration, would ask the opinion of the Commissioners in regard to the Abbott crossing, whether, if our depot at Cleves should be removed to a convenient point at Abbott, but not at the crossing, this would in their opinion relieve the two companies from the maintenance of a joint depot at the intersection of the two roads. In case their decision is adverse to this, I will say that our company is ready to join with the Central Iowa Railway, in the erection and maintenance of a joint depot at the junction whenever the officers of the other road are ready to co-operate. We must, however, ask to be relieved from the expense of purchasing grounds, and the laying of connecting tracks, until such time as any business is offered on either road, for which such track would be needed.

In regard to the Goldfield matter, I have had some correspondence with Mr. J. Q. Hanna, the complainant in the case, and finally, after an interview with him, I learned what I supposed was the trouble at the time, which is, they wish the C. & N. W. Ry Co. to build and operate a depot at Goldfield, instead of at Thrall, a mile and a half distant. They admit that the connecting track at Goldfield would be of no consequence to them, and that a depot at the junction, while it might be a convenience to the traveling public passing from one road to the other, would be more of an imaginary than an actual benefit to the people of Goldfield. Mr. Hanna, however, objects to the entire withdrawal of his complaint, but wishes that such pressure might be brought upon the C. & N. W. people as would compel them to establish a depot according to their original contract.

As I understand the decision of the Commissioners in this case, it is that they have no jurisdiction, but can only advise as to the junction depot, and connecting tracks. A connecting track in this case as in the other, is entirely uncalled for, no business having been presented to either road as yet to be transferred to the other, at that point. As to the depot at the junction we have no use for it, but if insisted upon I am willing to join with the C. & N. W. Co. in its erection, but would prefer to have the matter of the intersecting track deferred, until such time as there seems to be a call for it. I have had some correspondence with Mr. Hughitt, in regard to this matter, and have no doubt but we can come to a satisfactory arrangement. In regard to the Abbott matter, I have written Mr. Pickering several times, but have received no response from him in regard to what he is willing to do at that point. On receipt of your reply regarding the Abbott affairs, will take the matter up again with him and try to push it to some conclusion.

Yours truly,

C. J. IVES, *General Superintendent.*

DES MOINES, IOWA, April 15, 1882.

C. J. IVES, Esq., *Gen. Supt. B., C. R. & N. Ry, Cedar Rapids, Iowa:*

DEAR SIR—Your letter of April 4th received, and contents noted. We received a letter from Judge Tracy written March 31st, in which he seems to hold the same opinion that you do, "that the Iowa courts might not interpret the law as the Commissioners did"; at the same time he agrees, as we understand him, to have the connecting tracks put in as called for by the law, and the station houses as suggested by the Commissioners. This we supposed was the situation; your letter throws some doubt upon it, and as it is some three days later in date than Mr. Tracy's, we would be pleased to learn whether yours or Mr. Tracy's is the final conclusion of the company.

This Board did not enact the law, is not responsible for its wisdom, but is required by law "to inquire into the neglect or violation, and inform the company of what they adjudge to be proper." We regret the manifest disposition to disregard the adjudication of the Board, and whatever may be the determination of the company, whether your position or that of Mr. Tracy, please inform us as at once.

By order of the Board,

E. G. MORGAN, *Secretary.*

CEDAR RAPIDS, IOWA, April 24, 1882.

E. G. MORGAN, Esq., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Since receipt of yours of April 15th, I have seen Mr. J. Wilson, of the Railroad Commissioners, and at his request have delayed final answer to your inquiries until he shall have made his report, and indicated exactly what his views are in regard to the accommodations that are necessary both at Abbott and Goldfield. For our part, we are willing to waive any differences of opinion and wish to meet the views of the Commissioners, and also the parties from whom complaints have been made, and do what seems best for all parties interested.

Yours truly,

C. J. IVES, *General Superintendent*

CEDAR RAPIDS, IOWA, May 1, 1882.

E. G. MORGAN, Esq., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I am in receipt of a letter from Mr. James Wilson, who has visited Goldfield and Abbott, and has made report to the Commissioners in regard to matters at those points. As I wrote you before, we are willing to waive points of difference in regard to connecting tracks, and have arranged with the C. & N. W. people to put in the track at Goldfield. Mr. Wilson writes me that the matter of a road at Abbott is under consideration by your Board, and when determined on, the matter of location of depot can then be brought up. Yours truly,

C. J. IVES, *General Superintendent.*

Since the letter of Mr. Ives, of May 1st, was received, the Y has been put in at Goldfield as called for by the law.

The Board have published the correspondence very fully, as it was one of the few cases where there seemed to be a persistent determination on the part of one of the companies to ignore the requirements of the law and the findings of the Commissioners, the theory being that the managers of the road were the judges of the necessity of the connecting tracks, and that the law being founded in reason, they should not be required to obey its mandates if there was not a demand for the interchange of cars at that station. That this company were under a misapprehension of the needs of business at this point, will appear from the following letter:

GOLDFIELD, IOWA, Nov. 24, 1882.

GENTS—I am having goods shipped from Des Moines to Goldfield on the N. W. R. R., and cannot unload on Y, and Burlington folks refuse to transfer. What am I going to do, please inform me. Yours,

E. E. GOULD.

F. C. ASHALL, CHICAGO, ILLINOIS, }
Complainant, }
 vs. }
 CENTRAL IOWA RAILWAY COMPANY, Respondent. }
Extra Baggage.

Filed, December 9, 1881.

CLEAR LAKE, IOWA, Dec. 6, 1881.

To the Railroad Commissioners, State of Iowa:

GENTLEMEN—I wish to bring under your notice a law the Iowa Central Railway has just issued in regard to baggage. The principal points in it are, to-wit: No person shall be allowed to carry *any samples free*. If they do, all under 300 pounds shall pay for 300 pounds excess baggage, and in no case shall any traveler be allowed to carry on any passenger train more than 600 pounds. Baggage must be at the depot thirty minutes before the specified time of leaving.

Now, I think the above conditions are great pieces of imposition, as you are aware that if a traveler has to have his baggage at the depot thirty minutes before time for train to leave, it will cause a great deal of incon-

venience and loss of valuable time. They have a card with these rules tacked up in their depots. Wish I could have sent you one. Hoping that you will look into the matter as early as possible.

I remain your obedient servant,

F. C. ASHALL,

Traveler for Seeberger, Breaky & Co., Chicago.

DECISION OF THE COMMISSIONERS.

The complainant avers that the Central Iowa Railway Company has issued a rule on the transportation of baggage and the sample trunks of commercial travelers which is oppressive; that no sample trunks will be carried free; that the 300 pound rate is charged on sample trunks, even though they may not weigh so much.

The order complained of is a special notice to commercial travelers and others dated November 14th, 1881; that "all persons with sample trunks or "other packages (not strictly personal wearing apparel) will see that their "trunks are at the station from which they are to be forwarded on passenger trains, not less than thirty minutes, and ticket for passage shown to "baggage man at the station, and baggage pointed out and weighed, before "the same will be allowed to be checked, and before the schedule time for "leaving, or the same will not be put on the train except at the convenience "of the company."

"One hundred and fifty pounds of baggage (strictly personal wearing apparel) will be allowed free of charge for each person over fourteen years "of age."

"Sample trunks taken on passenger trains will be charged at regular excess baggage rates for 300 pounds; all over 300 pounds will be charged "double the rate of the first 300 pounds for such excess, and no person will "be allowed to take on passenger trains more than 600 pounds; and any "trunk or package exceeding in one piece more than 300 pounds, can only "be taken on freight trains, regularly way-billed at the station and freight "prepaid to destination." "Persons having baggage (strictly personal "wearing apparel) will be required to purchase ticket and show the same to "baggage man at station from which the baggage is to be forwarded, at least "fifteen minutes before schedule leaving time for train, and must be claimed "on arrival of the train or the same will be at the risk of the owner." This notice was modified by a circular dated November 29th, so as to permit holders of excess baggage books to have their baggage checked to the extent of such weight as their baggage excess books cover till such time as their books are used up, but from that date, agents will not issue excess baggage books covering more than 450 pounds, which added to the amount carried free, 150 pounds, makes the maximum weight allowed, 600 pounds.

The Commissioners find the following to be well settled principles with regard to carriers of passengers: That the carrier is regarded as an insurer of baggage and must answer for any loss not occasioned by the act of God or the public enemies.

That a carrier cannot restrict his liability by a general notice, though brought to the knowledge of the owners of the property.

That the carrier may demand statement of the value of baggage and premium in proportion thereto.

That the contract with the carrier is to carry the passenger and his personal baggage. The definition as legally given to personal baggage is such as passengers usually carry for their personal use, comfort, or amusement, according to the position in life and occupation of the traveler. This includes clothing.

It has been decided in many cases that a merchant cannot carry merchandise in his baggage to avoid the payment of freight upon it, and recover of the carrier. This rule extends to the samples carried by traveling salesmen upon the road.

For extra baggage the carrier is entitled to demand and receive special compensation in addition to the fare paid for the carriage of his person. When such extra compensation is paid, the carrier is responsible for such baggage in the same manner and to the same extent as carriers of goods. Although the correct rule seems to be that a carrier cannot limit his liability by notice that he will not be responsible beyond a certain extent, yet there is no reason why he may not make for his own protection and for the greater safety of baggage, such reasonable regulation for the checking, custody, and carriage of the baggage as may be suggested by reason and experience, but the regulation must be of a reasonable and proper nature.

It is the duty of the passenger to remove his baggage within a reasonable time after reaching his destination; failing to do this the liability of the carrier is changed, and he assumes the relation to the baggage that a warehouseman holds to goods in store.

From the above quoted authorities the Commissioners conclude that the Central Iowa Railway Company may carry or not, at their option, the trunks of traveling salesmen on their passenger trains (not being personal baggage), and may if they elect to do so, prescribe the time when and the conditions on which they will be received; that they may draw the line of distinction between this class of goods and the ordinary baggage, as they have done in the notice of the time in which it will be received, and that they may require it all to be shipped as freight if they so determine.

The passenger as to his personal baggage might raise a question as to the reasonableness of the time he was required to present his baggage for checking before the time for the arrival of the train, and possibly might compel them to check at any time before the train was due. After that the company's agents may properly refuse to check baggage or sell tickets. That the requirements complained of will often be a waste of valuable time is probably true, and possibly if the regulation is rigidly enforced, may work hardship, but we have failed to find anything in the law of carriers as interpreted by the courts that will furnish relief.

It is the duty of the passenger to remove his baggage on arriving at his destination. If he fails to do so, he relieves the carrier of special liability.

But the new relation of warehouseman does not arise until it appears that the baggage was stored in a safe and secure warehouse; then the company becomes liable as a warehouseman or bailee for hire.

Des Moines, Iowa, December 28, 1881.

CHICAGO, January 2, 1882

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Yours in the matter of the Central Iowa Railway, of Dec. 30th, received. Many thanks for your courteous treatment of my complaint.

Yours truly,

F. C. ASHALL.

MASHALLTOWN, IOWA, December 31, 1881.

MR. E. G. MORGAN, Secretary Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—To yours of 30th, inclosing copy of your decision in case of F. C. Ashall, "a traveler for Messrs. Seiberger, Breaky & Co., of Chicago," against the Central Iowa Railway Company, at hand, and the same has been read with satisfaction. I am quite sure if your able exposition of this matter was in the hands of and read by every son of Japhet who writes himself as "a traveler," the wholesome effect produced would be a luxury that every road in the State would make the effort to indulge themselves in.

Not infrequently "a traveler" has arrived at the station just as a train is ready to pull out, with samples weighing in the aggregate some 1,500 to 2,000 pounds. It is the intention to have the "traveler" at the station with his baggage at a seasonable time, if he desires his luggage to go by that train, else it will be loaded at convenience of the company. Striving at all times to meet the just and reasonable demands of our patrons,

I am very truly,

D. N. PICKERING, *Supt. and Treas.*

R. B. TOMLINSON & CO., CEDAR RAPIDS, IOWA,
Complainants, }
vs. }
ILLINOIS CENTRAL RAILROAD COMPANY, *Re-* }
spondent. } *Discrimination.*

Filed December 9, 1881.

CEDAR RAPIDS, IOWA, December 8, 1881.

To the Honorable Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Some weeks since we applied to the general ticket agent of the Illinois Central Railroad, at Chicago, for a thousand mile ticket over their road at the customary rate of two cents per mile, for traveling salesmen in Iowa, but they declined upon the plea that we did not patronize their road. All other railroad companies to whom we have applied for thousand mile tickets at the established rate of two cents, even those over which we do not ship, have cheerfully acceded.

Is this not discriminating against the interests of shippers in this city? We hope that you will be kind enough to look after these narrow-minded fellows, if it comes within the province of your judicial investigation.

Yours, very respectfully,

R. B. TOMLINSON & CO.

DECISION OF THE COMMISSIONERS.

Your charge is that the Illinois Central Company refuses to sell 1,000 mile passenger tickets at the reduced rate of two cents per mile, the same rate it charges to passengers who transport their merchandise over its line.

The law fixes the rate which the Illinois Central Company may charge for passengers: see sections 1 and 2, chapter 68, acts of the Fifteenth General Assembly.

The Board of Commissioners has no authority to alter the rate thus prescribed. That the Illinois Central Company sells 1,000 mile tickets to persons for a less rate is a matter not within control of the Board. That in doing so the company has a right to affix certain conditions, as for instance, that the purchaser shall transport his freight over their line, cannot admit of question.

That other railway companies make no distinction in sales of such tickets between persons who do and who do not do their freight business over their lines respectively, does not impose a like reduction upon the Illinois Central.

If this doctrine were maintained, one or two companies would have the power to control the passenger rates of all the other roads in the State. Companies of large business would practically have control of rates on other lines, no matter how limited their traffic.

Section 11 of the Commissioner law, passed March, 1878, provides that "no railroad corporation shall charge, demand, or receive from any person, "company, or corporation, for the transportation of persons or property, " * * * * a greater sum than it shall at the same time charge, "demand, or receive from any other person * * * * for a like "service." It also provides, that "all concessions of rates, drawbacks, and "contracts for special rates, shall be open to and allowed all persons alike," etc. But these conditions are modified by the conditional phrase that "these "provisions shall be open to all alike upon like conditions and under similar "circumstances." If one person obtains special passenger rates on condition that he transports his freight over that company's lines, another cannot avail himself of this rate, except on complying with the terms of the special rate, except "upon like conditions and under similar circumstances."

There is no discrimination against you in the action of the railway complained of, because you evidently do not intend to accept the "condition" along with the special rate.

Des Moines, Iowa, December 23, 1881.

I. M. LIESER, AND OTHERS, ABBOTT, IOWA,
Complainants,
 vs.
 BURLINGTON, CEDAR RAPIDS & NORTHERN
 AND CENTRAL IOWA RAILWAY COMPANIES,
Respondents.

} *Application for depot and transfer track.*

Filed, December 12th, 1881.

ABBOTT, IOWA, December 10, 1881.

M. C. WOODRUFF, Esq., *Dubuque, Iowa:*

DEAR SIR—I herewith enclose a petition of the business men and citizens of Abbott, praying you to use all honorable means in your power to cause the Burlington, Cedar Rapids & Northern and the Iowa Central Railways to put in such accommodations for the benefit of business men and the traveling public as are required by law. As I understand it, a transfer "Y" is required at all crossings where the roads are of the same gauge, and the traveling public surely demands of the Burlington, Cedar Rapids & Northern Railway a comfortable place to wait for trains. There is a daily transfer of from eighteen to twenty-four persons, and this would be doubled if there were any accommodations. Travelers go out of their way to avoid such usage. The company recognizes this place, sells tickets, and are very glad to stop and take them on half frozen, and charge them first-class fare, and not a passenger ever fails to curse the Burlington, Cedar Rapids & Northern Railway Company. The building they built is fit for nothing but a hand-car house, and has been so defaced and misused by tramps, as to be unfit for any person to step into. I don't think there is a crossing in the State so totally neglected as this. Trusting this may receive your immediate attention,

I remain very truly yours,

I. M. LIESER.

ABBOTT, IOWA, December 6, 1881.

To the State Board of Railroad Commissioners:

GENTLEMEN—We, the undersigned dealers in grain, stock, lumber, and coal, do petition your honorable body to use your legal authority as Railroad Commissioners to cause a "Y" to be put in here at this place, connecting the Iowa Central and the Burlington, Cedar Rapids & Northern Railways, as contemplated by law, so that we can take advantage of the different markets, have the benefits of railroad competition, and not be entirely under obligation to the Central Iowa Railway.

(Signed)

J. W. McGINNIS,
 N. J. RICE,
 J. CATTELL,
 E. H. HUBBARD,
 N. F. JONES,
 I. M. LIESER,
 And thirty-five others.

DUBUQUE, IOWA, December 6, 1881.

I. M. LIESER, Esq., *Abbott, Iowa:*

DEAR SIR—Yours of the 10th enclosing petition of the citizens of Abbott in regard to station building at connection of the Central Iowa and the Burlington, Cedar Rapids & Northern Railways, received this morning. On the complaint of a citizen of Iowa Falls, made some ten days ago, the Board directed the Burlington, Cedar Rapids & Northern Company to put up a

building at the crossing sufficient to afford shelter, comfort, and accommodation to the public, and they expect that it will be done at an early day.

I will also urge your petition upon the company in order to emphasize the action of the Board and hasten the work.

Respectfully yours,

M. C. WOODRUFF.

DES MOINES, IOWA, January 13, 1882.

D. N. PICKERING, Esq., *Superintendent and Treasurer Central Iowa Railway, Marshalltown, Iowa:*

DEAR SIR—Various complaints, written and verbal, have been received at this office, from which the Board instruct me to quote the following:

"NOVEMBER 24, 1881.

"I call your attention to the transfer at Abbott, between the Burlington, Cedar Rapids & Northern and the Central Iowa Railways. I spent time enough last night crouched behind a two-inch plank to freeze an Esquimaux, and with a stiff northwester blowing. I found that several ladies had a similar experience yesterday. Perhaps twenty-five passengers, on the average are transferred there daily, and it is too unbearable. They sell tickets and then dump you on the plank there night and day. Many come here not knowing the situation and so are unavoidably caught. Can you devise a remedy?"

Both railways are important lines of passenger travel, and each is under obligation alike of law and humanity to provide for the comfort and safety of its passengers. It is perhaps a nice question whether a railway company is not liable for any damage by exposure from the delivery of passengers at a railway crossing—the almost universal custom at crossings being to provide a depot or waiting room. Whether this be so or not, the case in question calls for the intervention of the Commissioners.

Section 3, of chapter 77, acts of the Seventeenth General Assembly, provides, that "Whenever in the judgment of the Railroad Commissioners it shall appear that any addition to, or change of, its station or station-houses, or any change in the mode of operating its road, and conducting its business is reasonable and expedient, in order to promote the security, convenience, and accommodation of the public, said Railroad Commissioners shall inform such railroad corporation of the *improvements* and *changes* "which they adjudge to be proper, by a notice in writing," etc.

The case in question is one which, in the judgment of the Commissioners, demands their intervention on behalf of the traveling public. It is their judgment, and this is to notify you, that such a building or waiting room be erected at so near the point of intersection of the two railways as shall afford reasonable shelter, comfort, and accommodation to passengers who may desire to change from the trains of one railway to those of the other. As the transfer between the two roads at Abbott is presumably equal, the Com-

missioners have directed a like letter and notice as this to be served upon the superintendent of the Burlington, Cedar Rapids & Northern Railway.

It is the judgment of the Board that the expenses of such building should be borne share and share alike by the two railways intersecting. They have an intimation from the Burlington, Cedar Rapids & Northern Company that they are ready to bear their proportion of the expense. They suggest that it be built at as early a day as the evident necessities of the occasion demand.

By order of the Board,

E. G. MORGAN, *Secretary.*

MARSHALLTOWN, IOWA, January 16, 1882.

MR. E. G. MORGAN, *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Yours of the 13th inst. is at hand, and the same shall have early consideration and will further advise.

Very truly,

D. N. PICKERING, *Sup't and Treas.*

ABBOTT, IOWA, October 5, 1882.

To JAMES F. WILSON, Esq., *Fairfield, Iowa:*

DEAR SIR—The Burlington, Cedar Rapids & Northern Railway crossed the Central Iowa Railway at this place two years ago, and have not as yet put in a "Y," nor a decent waiting-room with a daily transfer of from two to three dozen passengers. It seems that if the company did not for its own sake, it *should* for humanity's sake be forced to build at least a comfortable ticket office, and furnish an agent for the same. Nothing short of that would be of any use at all, as they have tried putting up a little shanty which in a few days was so defaced by filth and obscenity that it could not be used, and finally burned down. At this writing there are ten passengers standing on the ground in a dripping rain, waiting for the train to come in to what they advertise in their time-card as a "Union Depot." If there is anything within the power of the Railroad Commissioners of Iowa to alleviate this state of things, we ask in the name of our community and the traveling public that it be looked after as soon as time will permit.

Very truly yours,

I. M. LIESER.

DES MOINES, IOWA, November 23, 1882.

I. M. LIESER, *Abbott, Iowa:*

DEAR SIR—Yours of October 5th received and has been considered by the Board. The location mentioned by you has been visited personally by some of its members. The railroads interested, the Burlington, Cedar Rapids & Northern and the Central Iowa Railway, would, the Board have been assured by the Burlington, Cedar Rapids & Northern management, erect a suitable station-house, but the question is raised whether there is any highway to the point of intersection of the two roads. Will you please inform the Board on this point at your earliest convenience.

Very respectfully,

E. G. MORGAN, *Secretary.*

P. S. The delay in answering your letter was caused by your writing to Hon. Jas. F. Wilson, of Fairfield, in place of Jas. Wilson, Des Moines.

E. G. M., *Secy.*

ABBOTT, IOWA, November 25, 1882.

To the Hon. Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Yours of recent date received, and in reply would say: There is no highway to the point where the Burlington, Cedar Rapids & Northern Railway and the Central Iowa Railway cross, nor within some distance. But where the building should be, and where the traveling public's convenience demands it, is at the platform built on the Burlington, Cedar Rapids & Northern (by the Burlington, Cedar Rapids & Northern Railway Company,) about three-quarters of a mile south of the point of crossing.

This platform is at a point on the Burlington, Cedar Rapids & Northern, nearest the Central Iowa Railway depot, and is also on a good public road, and is the place where all the passenger transfer has been done, notwithstanding a shanty was built at the crossing, and as it was not used by passengers there, it was moved by the railway company down to the said platform.

Very truly yours,

I. M. LIESER.

DES MOINES, IOWA, November 28, 1882.

I. M. LIESER, Esq., Abbott, Iowa:

DEAR SIR—Yours of the 25th instant asking that a building be erected opposite the town of Abbott, on the Burlington, Cedar Rapids & Northern Railway, three-quarters of a mile south of the junction has been considered. The Board are of opinion that a joint depot should be erected at the junction by the two companies, where an agent could be permanently kept. They do not think the public would be well served by a building three-quarters of a mile south of the junction, unless the building were kept warm and lighted when necessary. It seems waste of buildings, time of agent and other expenses, to require two buildings, when a joint building would answer every purpose at half the expense.

By order of the Board,

E. G. MORGAN, *Secretary.*

DES MOINES, IOWA, November 28, 1882.

D. N. PICKERING, Superintendent and Treasurer Central Iowa Railway Company, Marshalltown, Iowa:

DEAR SIR—There is a desire to transfer from the Burlington, Cedar Rapids & Northern Railway to your road at Abbott. The Railroad Commissioners having been appealed to respectfully request you to have a "Y" put in at that place, to accommodate those desiring such facilities.

By order of the Board,

E. G. MORGAN, *Secretary.*

JAMES STEWART AND FORTY OTHERS, ELLSWORTH, IOWA, *Complainants,*
 vs.
 CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent.*

Scarcity of coal.

Filed December 14, 1881.

To his Excellency, JOHN H. GEAR, Governor of the State of Iowa:

The undersigned citizens of Ellsworth, in the county of Hamilton, and State of Iowa, would respectfully represent that in the year 1880 the Toledo & Northwestern Railway Company purchased the land upon which the said village of Ellsworth is built; that said company caused said land to be surveyed and laid out into lots, blocks, streets, and alleys, and caused the same to be platted and said plat to be recorded according to law in the recorder's office, in said county, under the name of Ellsworth; that subsequent to the recording of said plat, said company for a valuable consideration sold and conveyed to different persons a large number of said lots, the purchasers erecting thereon private residences and business houses; that the said purchasers at the time believed, and still believe, that said railway company by virtue of their charter, a franchise granted by the sovereign State of Iowa, were bound to manage said railway in the interest not only of said company, but also of the people of Iowa, and more particularly for the benefit of the people living along the line of said railway. Notwithstanding these obligations, said company has for some time refused and still refuses to deliver coal to the citizens of Ellsworth, as well as other points on the line of said railway, although said company has been repeatedly requested to do so. Your petitioners further represent that at the present time there is not in Ellsworth five tons of coal, nor is there a prospect of any; which great want is viewed with alarm by the citizens in view of the fact that great suffering would ensue should a cold season set in, such as we had last winter. In view of the above facts we ask of you, the executive officer of this great State, that you lay our case before said company, and use all power vested in you for that purpose, to compel said railway company to use their franchise so as to subserve the purpose for which it was granted.

(Signed)

JAMES STEWART,
 D. M. KELLEY,
 GEORGE ALLEN,
 L. JOHNSON,
 D. H. PALMER,
 C. A. RUMMELL,

And thirty others, citizens of Ellsworth, Iowa.

STATE OF IOWA,
 EXECUTIVE DEPARTMENT,
 DES MOINES, Dec. 14, 1881.

To the Honorable Railroad Commissioners:

GENTLEMEN—I am instructed by the Governor to transmit you the inclosed petition, and to ask that you give to the matter therein set forth immediate attention, to which purport he has advised the petitioners.

Very truly yours,

WM. H. FLEMING, *Private Secretary.*

DES MOINES, IOWA, December 14, 1881.

MARVIN HUGHITT, Esq., *Gen. Man. C. & N. W. Ry, Chicago, Ill.:*

DEAR SIR—This office is in receipt of the following communications:

[Here was sent copy of each of the letters preceding; viz., the petition from citizens of Ellsworth and the Governor's letter to the Board.]

This complaint, coming as it does, signed by so many residents of the village of Ellsworth, seems to the Commissioners to demand your immediate attention. They, therefore, instruct me to say that they hope you will attend to it at once, and report your action to this office at your earliest convenience.

Very respectfully yours,

E. G. MORGAN, *Secretary.*

CHICAGO, December 16, 1881.

E. G. MORGAN, *Secretary R. R. Commissioners, Des Moines, Iowa:*

DEAR SIR—Replying to your letter of December 14th, inclosing a copy of a communication from the citizens of Ellsworth to his Excellency, the Governor. Our business is to haul coal, which we are doing promptly, furnishing every day at all of the coal mines on the line of the Chicago & Northwestern Railway all of the cars called for by the mining companies. We are now able, with our increased equipment, to furnish more cars than are called for for the shipment of this commodity.

We are not coal dealers, and are not engaged in the coal traffic, except as transporters. We will inquire of the Ellsworth people respecting their accusation that the company is refusing to transport coal.

Very truly,

MARVIN HUGHITT.

CHICAGO, December 22, 1881.

E. G. MORGAN, *Secretary Railroad Commissioners:*

DEAR SIR—Again referring to complaints of citizens of Ellsworth, as stated in their communication to his Excellency, the Governor, that the Chicago & Northwestern Railway Company was refusing to furnish coal at that station, I have to say that the complaints have been fully investigated, and we learn that there is an adequate supply of coal at Ellsworth. Notice has been given to dealers and business men generally that the company would furnish cars promptly for the transportation of coal from any point accessible to its line, and there need be no lack of fuel on account of supposed scarcity of transportation.

Very truly,

MARVIN HUGHITT.

DES MOINES, IOWA, December 23, 1881.

To his Excellency, HON. JOHN H. GEAR, Governor of Iowa:

DEAR SIR—The Board of Railroad Commissioners have received the second communication from Marvin Hughitt, Esq., general manager of the Chicago & Northwestern Railway Company, of Chicago, in relation to the petition of the citizens of Ellsworth, Iowa, regarding the supposed coal famine, of which the following is a copy:

[Here was sent the letter of Mr. Hughitt, preceding, dated Dec. 22, 1881.]

The Commissioners are led to believe that, from the foregoing statement of Mr. Hughitt, the causes of complaint have been removed.

If this is not satisfactory to the complainants, the Board will examine the matter in person. I have the honor to be,

Very respectfully yours,

E. G. MORGAN, *Secretary.*

INDEPENDENCE MILLS COMPANY, INDEPENDENCE, IOWA, *Complainants,*
 vs.
 ILLINOIS CENTRAL RAILROAD COMPANY AND BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, *Respondents.*

} *Discrimination.*

Filed, December 16, 1881.

INDEPENDENCE, IOWA, Dec. 14, 1881

To the Honorable Railroad Commissioners:

GENTLEMEN—The Independence Mills Company is a corporation owning and operating a flouring-mill at Independence, Iowa. We are using annually about 100,000 bushels of wheat, most all of which we have to ship in by the Iowa Division of the Illinois Central Railroad and by the Burlington, Cedar Rapids & Northern Railway. These roads have brought in for us during the past year over 200 cars of wheat for milling purposes. We have repeatedly tried to get a reduction of the freight on our wheat, from both these railroads, but have always failed.

We depend for our sales almost exclusively upon the local market. Of late, however, these roads have both made a reduction on their freight on flour shipped from Minneapolis. This reduction has been made in the interest of the Minnesota mills. It is such a discrimination in favor of Minnesota flour and against Minnesota wheat shipped for grinding at our local mills as is unjust to the milling interests of Iowa. The reduction lately made by each of these roads is fifteen cents per barrel on flour from Minneapolis here. This margin is sufficient to take off all our profits.

We most earnestly request your honorable body to inquire into this matter, and to see if the same or corresponding reduction cannot be had on wheat shipped for milling purposes.

We have tried to procure such reduction, but cannot get any favorable answer.

Yours most obediently,

Z. STOUT, *President.*

A. B. CLARK, *Secretary.*

DECISION OF THE COMMISSIONERS.

The complainant states that he is a manufacturer of flour at Independence Iowa; that he obtains his wheat in part over the Illinois Central Railroad; that their rates are too high; that the railroad company transports flour from Minneapolis to Independence at a rate lately reduced by the amount of fifteen cents per barrel; that with such a flour rate complainant is unable to compete against Minnesota flour, under the present Iowa local rates on wheat.

Replying to these statements, Mr. W. K. Ackerman, president, says: "Our rate on flour from Minneapolis to Independence is 45 cents per barrel, "and this is a higher rate than we charge on our Iowa Division locally for "the same distance on the same class of freight. Our wheat rates we think "are unreasonably low, and the Independence Mills Company has the ad- "vantage of them."

If the through Minneapolis rates to Iowa points are higher than the Iowa local rates, it would seem that this is all that could reasonably be asked, as to the *relation* or *proportion* of the two charges. Such facts show that Iowa local interests already have an advantage over shipments from Minnesota.

The next question is, are the Illinois Central local rates reasonable in themselves? In a former letter you asked for the rate from Waterloo to Independence.

On examination we find it to be 6.20 cents per 100 pounds on wheat, or 3.72 cents per bushel. This is almost exactly the rate fixed by the Iowa tariff (Granger act) law of 1874. To be exact, the rate charged now is 6.20 cents per 100 pounds; the "Granger rate" was 6.14 cents per 100 pounds, an increase of only .06 of a cent per 100 pounds. The Illinois Central is still operating under "Granger rates" substantially having made but a slight increase since the repeal of that law, and this only on short hauls and partial car loads. It was everywhere conceded that the rates of the "Granger law" were exceedingly low; and surely the Illinois Central's Iowa business does not indicate anything like profits year by year.

As to the rate on wheat from Waterloo to Independence, and from other stations on the line of the Illinois Central, the Commissioners hold that they are not unreasonable. As to the rate on Minneapolis flour to Iowa points, the rate being relatively higher than Iowa local rates for like distances, they see no good ground of complaint. Besides they have no jurisdiction over rates between different States, and are powerless in the premises.

I hereby certify that the foregoing is a true copy of the original, now on file in this office.

E. G. MORGAN, *Secretary.*

Des Moines, Iowa, January 25, 1882.

FRANK H. JEROME, VILLISCA, IOWA, *Complainant,*
vs.
CHICAGO, BURLINGTON & QUINCY RAIL-
ROAD COMPANY, *Respondent.*

} *Discrimination.*

Filed, December 21, 1881.

VILLISCA, IOWA, December 5, 1881.

MAJOR ANDERSON:

DEAR SIR—I am shipping corn from this point and have been wanting to ship to Kansas City, but the railroad company refuses to give rates. At last I filled a car of corn and offered to consign it to Kansas City, but the company refused to take the corn unless I loaded it in a Kansas City car. The agent telegraphed an order for a Kansas City car, but I have no idea that the car will be sent. In this way we will be prohibited from sending corn to Kansas City. I suppose the point of the matter is, that the C., B. & Q. line only runs to Burlington Junction, thirty-six miles, and this company would only get a small fee for handling the corn, and if it goes to St. Louis or Chicago it will pay twenty-five cents per hundred weight. Another point, I have consigned corn from Burlington Junction to East St. Louis, for twenty-two cents per hundred, and the corn comes through Villisca, thirty-six miles further than corn is drawn that is shipped from this point, but from here the cost is twenty-five cents per hundred.

I state these facts to you as a Railroad Commissioner hoping that by virtue of your office you may be able to prescribe a remedy.

I remain, truly yours,

F. H. JEROME.

To the Honorable State Board of Railroad Commissioners of Iowa, E. G. MORGAN, Secretary:

We the undersigned address this petition and complaint setting forth the following facts; viz.,

From Villisca to Chicago, a distance of 433 miles, the C., B. & Q. R. R. Company charge twenty-five cents per hundred on corn in bulk. From Villisca to Kansas City, a distance of about 180 miles, the C., B. & Q. R. R. Company charge the same rate as to Chicago, twenty-five cents per hundred on corn in bulk. The C., B. & Q. Company own the track from Villisca to Burlington Junction, Missouri, a distance of thirty-six miles, and the Kansas City & Council Bluffs Company own the track from Burlington Junction to Kansas City, 144 miles. The C., B. & Q. Company have the right to make the rates on all freights from Villisca through to Kansas City. Upon the branch road running from Creston to Kansas City, a freight rate of sixteen cents per hundred in bulk is given.

We consider these rates as unjustly discriminating between points, and ask your honorable body to procure, if possible, for the grain dealers at Villisca, the same rate for corn as is charged from Creston to Kansas City, or the same per mile as is charged from Villisca to Chicago, and that we may be supplied with cars for shipping corn to Kansas City. We the undersigned state that the above mentioned facts are a true and correct statement of conditions as they now exist.

Witness our hands and seals this 19th day of December, 1881.

[L. s.]

F. H. JEROME, *Grain Dealer.*
SMITH & BURLESEN.

STATE OF IOWA,
MONTGOMERY COUNTY. } ss.

I, the undersigned a notary public, hereby certify that the above named persons whose signatures appear to the above instrument, subscribed the same and swore to it before me, this 20th day of December, 1881.

[L. S.]

F. P. GREENLEE, *Notary Public.*

DES MOINES, IOWA, December 23, 1881.

F. H. JEROME, Esq., *Villisca, Iowa:*

DEAR SIR—Your several letters of complaint against the Chicago, Burlington & Quincy Railroad, on account of alleged excessive charges on corn to Kansas City are at hand. In reply the Board instruct me to say that as the service is between points in different States, the rates are not within the jurisdiction of the Iowa Commissioners. Their jurisdiction is necessarily limited to rates between stations within the State. The same is true as to the other point of complaint you make, the difficulty to get cars of the company, to be transported off its lines upon other lines of road. Although the matter is wholly without our jurisdiction, we nevertheless have laid it before the managers of the C., B. & Q. Railroad, in the hope that whatever ought to be done in the premises will be.

By order of the Board,

E. G. MORGAN, *Secretary.*

DES MOINES, IOWA, December 22, 1881.

E. P. RIPLEY, Esq., *General Freight Agent C., B. & Q. R. R.:*

DEAR SIR—Herewith I hand you the original letters of complaint made by Frank H. Jerome, Villisca, Iowa, to which your attention is called. The

Board well understand that the matter complained of relates to inter-State transactions, and is, therefore, not within their jurisdiction. As to that point of the complaint, your refusal to allow your cars to be loaded, and sent long distances off your line upon other lines, the Board long ago settled the doctrine sustaining your action (see case of *Alex. Risk v. The I. C. R. R.*, Report of 1880, pp 115, 118). If there is anything that demands correction in the matter of charges, the Commissioners are very confident it will be promptly done. Please make reply at your earliest convenience.

Respectfully yours,

E. G. MORGAN, *Secretary.*

CHICAGO, December 28, 1881.

E. G. MORGAN, Esq., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I am in due receipt of your letter of the 22d inst., inclosing sundry communications from Mr. F. H. Jerome, of Villisca. The burden of this complaint seems to be—first, that we have not always been able to furnish cars in which to load corn for Kansas City. Second, that our rate to that point is twenty-five cents per 100 pounds.

To both of these indictments we plead guilty, and while we realize the fact that your Board has no jurisdiction in matters of inter-State commerce, we are not disposed on that account to refuse an explanation, which will, I hope, justify us in your eyes. This company has no interest in any grain market beyond its revenue for the carriage of the grain—all markets are alike to it.

But it does make a great difference to us, in the matter of cars, whether the Iowa grain crop is moved east or west. For the last six or eight months our west bound business has been unusually heavy, and our east bound unusually light.

The great demand of the extreme west and southwest for merchandise of all kinds resulted in the months of October, November, and the first part of December, in much of our equipment being scattered about in New Mexico, Colorado, and Arizona, with heavy demands for cars in Chicago, and an absolute necessity for hauling empty cars four or five hundred miles *into* Chicago to provide for our pressing necessities, and to forward valuable merchandise and perishable freight. A car spared from this work and put into the service of carrying Mr. Jerome's corn to Kansas City (with great probability of its going thence to the wilderness and not returning for months) would lose us far more money by its absence than the amount we proposed charging Mr. Jerome for the service. It is not true, as Mr. Jerome states, that the rate from Creston branch points to Kansas City is less than from points on the Villisca branch. Many things are done and many orders issued by railroad officers which appear to others as arbitrary and unreasonable, but they are always explainable on business principles, and are never issued with intent to harass or annoy shippers; most of the latter class know this, and from them we have no complaints; in fact, I believe they would bear witness to our fair dealing with them. Mr. Jerome, who, I observe, styles himself "note broker and claim agent," is evidently unacquainted with the transportation business, and such little experience as he has had has been gathered at an unfavorable time.

I trust he will be more fortunate in future, and I beg to assure him through you, that any *just* complaint he may have against us will be promptly met by our own officers and the cause removed, whenever such just complaint shall be brought to our notice.

It is proper to state in this connection that Mr. Jerome has not, so far as I can ascertain, made complaint to any officer of this company concerning the matters alleged in his letters to you. Yours truly,

E. P. RIPLEY.

DECISION OF THE COMMISSIONERS.

This complaint alleges, first, that the Chicago, Burlington & Quincy Railroad Company refused to ship corn from Villisca to Kansas City in its own cars, or unless the same was loaded into the cars of some company who desired to handle grain in the Kansas City trade; second, that the rate charged on corn to Kansas City is extortionate, the complainant alleging that the Villisca rate to that market is twenty-five cents per hundred weight, while the rate on the Creston line—distance about the same, is only sixteen cents. In support of the complaint as to the extortion, it is asserted that the rate from Villisca to Chicago, 433 miles, is twenty-five cents, and the rate to Kansas City, a distance of about 180 miles, the same. Also, that the same company's rate to Kansas City, *via* the Creston branch, is sixteen cents. As the matter complained of relates to shipments from a point in Iowa to a station in Missouri, the Commissioners have no jurisdiction over it. The matter was nevertheless laid before the company, and in reply and explanation General Freight Agent E. P. Ripley, says: "For the last six or eight months our western bound business has been unusually heavy, and our east bound unusually light. The great demand of the extreme west and southwest for merchandise of all kinds resulted, in the months of October, November, and the first part of December in much of our equipment being scattered about in New Mexico, Colorado, and Arizona, with heavy demand for cars in Chicago, and an absolute necessity of hauling empty cars four or five hundred miles into Chicago to provide for our pressing necessities and to forward valuable merchandise and perishable freight.

"A car spared from this work and put into the service of carrying Mr. Jerome's corn to Kansas City, with great probability of its going thence to the wilderness and not returning for months, would lose us far more money by its absence than the amount we proposed charging Mr. Jerome for the service."

As to the first allegation in this complaint the Commissioners have held that no railway company is bound to furnish cars to transport freight over lines not its own. (See case of *Alexander Risk v. The Illinois Central*, report of 1880, pages 115, 118.) In that decision it was held as follows: "The Illinois Central Railroad in Iowa is intersected by ten different connecting roads. If one shipper, residing at any station on its line may demand cars for transporting grain or goods to points at considerable or long distances from its own or connecting lines, every shipper may. If every shipper may do so, the railroad company is at once placed at the mercy of connecting or competing lines. The law as thus interpreted would permit all the cars of the road to be taken from its own line and scattered along the ten connecting lines, or along the twenty or thirty other lines with which these connecting lines connect. Some would soon be at various seaboard points, some at stations on the Gulf of Mexico, others on the plains or Pacific Coast, while all might be scattered into every part of the Union. Combinations among these connecting lines in Iowa in the way of cut or

"cost rates might thus entirely destroy not only the business of the Illinois Central, but its very property. The Commissioners do not so interpret the law. In such case each railroad in the State would be substantially at the mercy of connecting lines, and on the rapid road to bankruptcy. Besides, "the law as to the duty of a railroad company in furnishing cars for shippers, limits such duty to *the line of its road.*"

On this point the law is that no railroad company can be compelled to furnish cars for carrying freight over the roads of other companies. A railway may do so at its own option, but the law does not require it as a duty.

Respecting the charge that twenty-five cents per 100 pounds on corn from Villisca or Creston to Kansas City, 180 miles, is extortionate, the Board is of the opinion that it is. On comparison with the rate fixed by the "Granger act" of 1874, repealed in 1878, the rate of twenty-five cents is found to be thirty-eight per cent higher, for which there does not seem to be justification; the rate prescribed by the repealed law was fifteen and a half cents per 100 pounds. That the Granger rate was a very low one, will not be disputed; but that the present rate of twenty-five cents is an unreasonably high one to us admits of no question. As the service is on inter-State business, however, it is not within the jurisdiction of this Board to afford a remedy. The charge that the Creston rate is only sixteen cents while the Villisca rate is twenty-five cents is unequivocably denied by the general freight agent, E. P. Ripley, his language being as follows: "It is not true, as Mr. Jerome "states, that the rate to Kansas City from Creston branch points is less than "from points on the Villisca branch." With such a conflict of assertions and testimony it is impossible for the Board to determine which is correct. The complainant has not furnished any shipping bills or receipts, or verified copies to substantiate the statement, and this part of the case rests upon the contradictory averments of the parties.

As the Iowa Commissioners have no jurisdiction over the matter in dispute, it is unable to make any recommendations.

The courts appear to be the only remedy available in such cases.

Des Moines, Iowa, February 11, 1882.

SPENCER BROTHERS, RANDOLPH, IOWA,
Complainants, }
 vs. }
 CHICAGO, BURLINGTON & QUINCY RAIL- }
 ROAD COMPANY, *Respondent.* } *Lost goods.*

Filed, January 9, 1882.

On the fifth of January, Messrs. Spencer Brothers complain to the Board that a car load of lump coal shipped them on the 15th of December, had not been received, and could not be found.

The Board instituted inquiries, which resulted in tracing the coal, which was delivered to them about the 15th of January.

W. F. KNOWLES, SIOUX CITY, IOWA,
Complainant,
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, *Respondent.*

Overcharge.

Filed, January 9, 1882.

SIOUX CITY, IOWA, Jan. 9, 1882.

To the Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—I have just received a package of freight shipped from Chicago that weighed ten pounds, and paid the charges, ninety cents. The package is a crate containing four hand bellows, and was billed at twenty pounds, but the actual weight is ten pounds. It was shipped as freight. Had the railroad company a legal right to collect nine cents per pound as freight from Chicago to Sioux City?

W. F. KNOWLES.

DES MOINES, IOWA, Jan. 11, 1882.

W. F. KNOWLES, Esq., *Sioux City, Iowa:*

DEAR SIR—Referring to your complaint of the 9th inst., the Board hold that the charge of ninety cents on the crate of bellows is not an unreasonable one. Such freight is very light and bulky, and if moved in car loads at the rate per pound of heavier and less bulky freight, the freight per car would be anything but a paying one. All small or parcel freight is properly chargeable at a higher proportionate rate than larger quantities; and it is held by the courts everywhere and by the rule of all transportation companies that a pro rata proportion of a large shipment for small parcels, especially when weighing less than 100 pounds, would be an injustice to the corporation.

In the new revised schedule of rates just issued by the Illinois Railroad Commissioners, and which is the lowest ever provided by any railway or any law, it is declared that "no single shipment will be required to be taken at less than twenty-five cents for distances of 150 miles or under; over 150 miles fifty cents." Now the distance from Chicago to Dunleith is 190 miles, which subjects your crate to a charge of fifty cents in Illinois under the new rate. From Dunleith to Sioux City the distance is about 325 miles, and certainly a charge of forty cents addition is not exorbitant for the service.

The Illinois Central places bellows as first class. No package is carried at less than the rate for 100 pounds. The charge per 100 pounds on first class for 325 miles, or from Dubuque to Sioux City, is sixty-three cents. The distance from Chicago to Dubuque is 190 miles, or nearly sixty per cent of the Iowa distance. The sum of these two at the rate for light parcels would therefore be about \$1.

It is the judgment of the Commissioners that ninety cents for the service you mention is not unreasonable. By order of the Board,

E. G. MORGAN, *Secretary.*

N. J. BOND, COUNCIL BLUFFS, IOWA, *Complainant,*
vs.
THE WABASH, ST. LOUIS & PACIFIC RAILWAY CO., *Respondents.*

*Discrimination and
Damages.*

Filed, January 5, 1882.

DECISION OF THE COMMISSIONERS.

Under date of December 20, 1881, N. J. Bond complained of the Wabash, St. Louis & Pacific Railway Company, as follows: to-wit.,

1st. That after inducing complainant to purchase certain lands at one of its stations, it refused him accommodations to the extent of refusing to stop its trains at said station and otherwise rendering his property for the purpose for which said company induced him to purchase it, worthless.

2d. That for twelve months past complainant has been buying grain at Mineola, a station on the W., St. L. & P. R'y, where he had been at considerable expense in building cribs, placing scales, etc., and had there in cribs 7,000 bushels of corn, and had been for thirty days trying to ship it, but the Wabash agents refused him cars while furnishing them to shippers at other stations on its line.

3d. That complainant offered to furnish foreign cars, and in addition to usual tariff rates, pay trackage for switching, etc., but that the Wabash agents refused to receive them as required, to his great damage.

4th. That the Wabash company refused complainant special rates, while granting the same to other parties under similar circumstances.

5th. That complainant shipped four cars of corn on said road; that it was delayed by the wrongful acts of the agents therof until it spoiled, and that the company refuse to pay him therefor.

After an unusual delay in settling the issues and presenting the proofs, we have the case before us.

The first count in the complaint having been abandoned by Mr. Bond himself, we dismiss it.

As to the remaining counts there is a conflict of evidence. Complainant Bond says that he had cribbed at Mineola, a Wabash station near Council Bluffs, about 7,000 bushels of corn, and that about November it was ready, in due course of trade, for shipment; that he made application for cars and received a few, but that finally, after waiting some two weeks, he abandoned shelling and shipping his corn for want of cars. J. H. Plumer, his clerk in charge of his grain trade at this point, swears to the same statement of facts, with the addition that at the time that the Wabash was refusing cars to Mr. Bond, it was giving them to parties at Silver City, the first station to the east on its line.

On the other hand, J. W. Blanchard, superintendent of the Council Bluffs & Omaha Division of the Wabash, states most positively that he "never refused 'Bond cars at Mineola, and that the cars were distributed under his directions," admitting, however, that there had been times when his road could

not supply them for the good reason that they did not have them, but denying very emphatically any unjust discrimination against complainant.

The weight of evidence seems with complainant, and that too without reference to the number of witnesses on a side, but depends to a certain extent upon the means of knowledge of the several witnesses touching the matter whereof they speak. Complainant and his clerk were both on the ground when the cars were needed; both swear they did not receive them, though they were duly demanded, and the clerk adds that during this time the company was giving cars to Silver City.

While it may be true, as Superintendent Blanchard says, and as we presume it is, that he never refused him cars when they were on hand, yet that is not inconsistent with Mr. Bond's statement, corroborated by his clerk, that the cars were, nevertheless, refused him. Mr. Blanchard was at Stanbury, the east end of the Council Bluffs and Omaha Division. Mr. Blanchard does not undertake to say that Mr. Bond received the cars. He does state with great positiveness that there was no discrimination. But this is a conclusion. The burden is on Mr. Blanchard to state the facts that will show there was no discrimination. We do not think, in this instance, he has done so. We find that the W., St. L. & P. Ry Co. refused complainant Bond suitable cars, on reasonable notice, in which to transport his freight, and such refusal to furnish suitable cars to transport the freight of complainant constitutes a violation of section 10, chapter 77, acts of the Seventeenth General Assembly.

In support of the third count, complainant states that being refused Wabash cars by the company's agent, on the ground that they did not have them, he called up, by telephone, F. M. Gault, the Wabash agent at Council Bluffs, and asked if they would take Kansas City cars out to Mineola to load his corn in, and said Gault replied "yes," if he, Bond, would pay trackage, which Gault said was three dollars a car. Bond replied, saying he would take it, and would order Kansas City cars set over at once to be taken out to Mineola; but that afterward, he thinks on same day, having heard there was trouble about the Wabash receiving his K. C. cars, again called agent Gault by telephone and asked him "if they could not take my (his) empty "cars to Mineola for me (him) and he replied no"; and that after some further talk about the price, he received the reply from Mr. Gault "that they "would not take them at any price."

Christina Lastrum testifies to having heard telephonic conversation between Mr. Bond and the Wabash freight office in Council Bluffs, in which the receiving of Kansas City cars was the subject, and that by Mr. Bond's repeating he learned the Wabash was to take the foreign cars at a certain agreed price. That Mr. Bond then called by telephone to J. H. Plumer, foreman of his elevator at Mosquito Creek, and repeated to him the substance of his conversation with said freight office, and for him to get ready to go to Mineola to load cars; that afterward, on the same day, he thinks he heard Bond again call the Wabash freight office, and alluding to a message his wife said she had received from said office to the effect that the

Wabash could not take foreign cars for him, asked if the same was true, and heard Mr. Bond say further that "if you will not take three dollars a "car, what will you take them for?" I heard Mr. Bond say, "then you will not take them at any price." Mr. Bond then called J. H. Plumer and said through the telephone to him, the Wabash will not take our cars to Mineola.

Mrs. Bond, wife of complainant, also testifies on this point, that she received in her husband's absence a telephonic message from the Wabash freight office, saying: "We cannot take those cars to Mineola for Mr. Bond," that she thought it F. M. Gault speaking, and that she repeated the message the same day to her husband.

Mr. J. H. Plumer also testifies on this point, that he received a telephonic message from Mr. Bond while at Mosquito Creek, saying: The Wabash will take out empty Kansas City cars to Mineola to be loaded with corn, and at same time ordered me to make arrangements for shelling and loading the corn at Mineola. And Plumer, further says, that Bond afterward on the same day, or the next, called him by telephone again, and told him that the Wabash had refused to take his empty cars to Mineola for him, and that in consequence we could ship no corn from that point.

In answer to this J. W. Blanchard, superintendent Council Bluffs and Omaha Division, and who, as he says, has charge of the distribution of cars, emphatically states that "Bond never applied to him directly or indirectly "to take foreign cars to Mineola or Neoga, consequently I never refused to "do so." But the superintendent overlooked, perhaps, the statement which F. M. Gault, local agent of the Wabash at Council Bluffs, made that Bond had applied to him to take Kansas City cars to Mineola, when he says that complainant never applied to him, even indirectly, to take foreign cars. Perhaps the superintendent does not regard the application of Bond to agent Gault, as an application, direct or indirect to himself. But this Board think otherwise. We think Mr. Bond's application to the local freight agent at Council Bluffs, was to the whole company for all practical purposes, and fully broad enough to include the division superintendent. Local agent F. M. Gault further says, that he gave Mr. Bond the charge for taking these cars to Mineola, but told him he had no authority to receive foreign cars and referred him to Superintendent Blanchard.

This is the sum of all the evidence on this point in the case, and the Board think after a very careful examination of it in all its bearings, that the charge in the third count is sustained. Bond makes the plain straightforward statement that he applied to the agent at Council Bluffs, that the agent gave him the terms for taking foreign cars to the point named, the terms were agreed upon, that the agent said the Wabash would receive the cars, and that afterwards, on the same day, said that the company would not take such cars at any price.

Complainant was applying at the usual and proper office, according to the usual method for the accommodation he desired, and besides, this is corroborated in his statements as to what took place, in several particulars, by other testimony; as well as by agent F. M. Gault himself, who says that

Bond did ask him by telephone what would be the charge for running Kansas City cars to Mineola, having them loaded with corn for St. Louis, and return them to Council Bluffs, and he answered him, "tariff Mineola to Council Bluffs, and mileage on the cars."

The statements on the part of the Wabash agents on this branch of the complaint are brief, rather technical, and some of them somewhat in the nature of conclusions. Hence we find that said company did refuse to receive and transport the empty cars of the K. C., St. J. & C. B. R. R., a connecting road with the Wabash, to be delivered at Mineola, a station on the line of its road, to be loaded with corn and returned to said connecting road; and that in so refusing to receive and transport said foreign cars, said Wabash company did violate the provisions of section 10, chapter 77, acts of the Seventeenth General Assembly.

As to the fourth count we have no hesitation in saying that complainant has not sustained the charge by the proof submitted. The facts that Mr. Bond gives, that he sold his grain to a buyer who could not have afforded to pay him the price he did, unless he had some kind of a drawback or rebate, is sufficient perhaps to excite a very grave suspicion, but it does not furnish that class of legal evidence that will stand against the plain statement of T. B. Gault, general agent of the Wabash, at Council Bluffs, that Mr. N. J. Bond has had the same rates on corn from Neoga and Mineola to St. Louis and other points on our road as all other dealers have.

Mr. Bond states that on April 28, 1881, he billed three cars of corn from Neoga, Iowa, to Reynolds Bros., Toledo, Ohio, giving numbers of the cars, and at same time partially loaded a fourth car, and that all four cars were taken to Mineola, where the loading of the fourth car was completed, and it was billed out May 3d, to Reynolds Bros., and that instead of sending said cars forward to their destination, said company permitted them to remain on the side track at Mineola for more than three weeks, and that by reason of said detention said corn heated and spoiled, and complainant was greatly damaged thereby. Complainant further states, that a car of corn billed by him over the Wabash road April 28th, to same parties in Toledo, reached its destination May 10, notwithstanding it was detained by Missouri River floods about one week. And that afterwards on the 13th day of May, he billed out of Council Bluffs to same parties in Toledo, three cars of corn which were reported to him from Toledo, by said Reynolds Bro., on the 21st of May, while the cars first mentioned as billed from Neoga, on the 28th of April, 1881, were yet on the side track at Mineola. And complainant further states, that freight trains were running through regular from Council Bluffs on the Wabash, while the cars mentioned were allowed to remain on the side track at Mineola.

Mr. J. H. Plumer testifies substantially to the same state of facts, adding that on the 19th day of May following the loading of the cars, J. L. Rice, the agent of the Wabash at Mineola informed him that he asked F. M. Gault, agent at Council Bluffs, on the 8th inst., for billing directions for the four cars, and that up to that time, May 19th, no shipping directions for said

cars had been received from Mr. Gault or any one else. And Mr. Plumer adds, that for a week or more prior to the 19th of May business had been resumed on the road, which for a few days had been suspended on account of floods on the Missouri River, and that freight trains had been running through regularly on the Wabash from Council Bluffs.

On the part of the company, Superintendent Blanchard is the only witness who speaks on this point in the case. He says as to the delay of loaded cars (meaning the four loaded with corn above mentioned) "I can only say it "did not occur on this division." "With the exception of perhaps one week "during the very high water at Council Bluffs, loaded cars have been handled "promptly. It would not be surprising if some of his corn did heat. At "various times during last season it was impossible to ship corn without "heating. It was in bad order, and was not confined to any one shipper. "They all experienced the same trouble." Bond and Plumer were both upon the ground, and show personal knowledge of the matter and things touching which they testify, while Mr. Blanchard was necessarily absent much of the time, and largely dependent for his knowledge of affairs upon the information of others.

On the evidence we have before us, therefore, we are clearly of the opinion that these four cars of corn were unnecessarily detained at Mineola station. And we further find that said Wabash, St. Louis & Pacific Railway Company, in detaining said cars, and refusing to send them forward with all reasonable dispatch, did violate the provisions of said section 10, of chapter 77, acts of the Seventeenth General Assembly.

Des Moines, Iowa, December 23, 1882.

E. L. BLACKMORE, MAYOR, AND FIFTY-THREE
OTHERS, APLINGTON, IOWA, *Complainants,* }
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, *Re-}
spondent.*

Filed January 21, 1882.

APLINGTON, IOWA, January 13, 1882.

M. C. WOODRUFF, Esq., *Des Moines, Iowa:*

DEAR SIR—Inclosed find petition, which explains itself. On last Monday night the conductor put off at this station an old man and lady for not paying their fare, they being poor and out of money. They were thinly clad, and nearly perished from cold, as there was no place for them to go—the depot being closed. There are many passengers going and coming on nearly every night train, and the depot being closed, they are obliged to stay out in the cold, and in many cases they are obliged to wait until daylight before finding the hotel. There were eight passengers for the east-bound train last night, all obliged to stand out in the storm waiting for the train. Please give this your immediate attention, and oblige.

E. R. SWAN.

APLINGTON, IOWA, December 15, 1881.

To the Honorable Board of Railroad Commissioners for the State of Iowa:

We, the undersigned, citizens of Aplington, Iowa, respectfully submit the following, and ask you to take such action as in your judgment the case demands: The first of this month we petitioned the superintendent of the Iowa division of the Illinois Central Railroad to make arrangements for keeping the depot building at this place open till after the departure of the night passenger trains, at about 11 P. M. and 1 A. M. He declined to do so. It would greatly accommodate the traveling public, as well as citizens resident here, especially during the winter months. Trains are often late, obliging passengers to stand out in severe weather, much to their discomfort and also endangering their health. We, therefore, for reasons stated, respectfully petition you for relief.

(Signed)

E. L. BLACKMORE, Mayor,
S. M. SWAN,
GEO. W. HANES, M. D.,
J. M. GROAT,

A. A. WHALEY,

And fifty others, residents of Aplington.

RECOMMENDATION OF THE COMMISSIONERS.

The above petition is signed by fifty-four inhabitants of the town, and we are informed that they comprise about all the business men in the place. From a letter accompanying the petition, we quote the following: "There are passengers going and coming on nearly every night train, and the depot being closed, they are obliged to stay out in the cold, and they are obliged in many cases to wait until daylight before finding the hotel. There were eight passengers for the east-bound train last night (January 12th) all obliged to stand out in the storm waiting for the train."

This is a matter which certainly demands the prompt attention of the company. It is not expected that the company will convert their station buildings into hotels, but it is proper that a waiting-room should be open and supplied with reasonable accommodations for the shelter and comfort of persons who wish to take passage on its trains, such as fire in cold weather, lights, seats, drinking water, etc. Many passengers come in from country places, and the poorer class take their lunch baskets with them and expect the usual waiting-room accommodations, and they should have them.

Section three (3), of chapter 77, of the acts of the Seventeenth General Assembly, provides as follows: "Whenever in the judgment of the Railroad Commissioners it shall appear that any * * change in the mode of operating its road and conducting its business is reasonable and expedient in order to promote the security, convenience, and accommodation of the public, said Railroad Commissioners shall inform such railroad corporation of * * * the changes which they adjudge to be proper by a notice thereof in writing," etc., etc.

Under this provision, the Commissioners recommend that the Illinois Central Company keep open its station-house at Aplington every night on which passenger trains run either way until after the departure of the last train, and that such accommodations be provided therein as shall give security and convenience to the traveling public. The Commissioners confi-

dently rely upon the company to do in this matter what the law clearly contemplates as the duty of all railways in furnishing "convenience and accommodation to the public."

It is further recommended that this be done at an early day, as the winter weather particularly requires it.

Des Moines, Iowa, January 28, 1882.

CHICAGO, January 31, 1882.

E. G. MORGAN, Esq., *Secretary Board Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Your letter of the 28th inst., inclosing recommendations in relation to Aplington station, has been referred to me. I have this day written Division Superintendent Parker of our Iowa Division, directing that the Aplington station house be kept open for the night passenger trains.

Yours truly,

E. T. JEFFREY, *General Superintendent.*

SAMUEL F. PARKER, EARLVILLE, IOWA,
Complainant, }
vs. }
CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent.* } Discrimination and overcharge.

Filed, January 25, 1882.

JEFFERSON, IOWA, January 20, 1882.

M. C. WOODRUFF, Esq., *Dubuque, Iowa:*

DEAR SIR—Is it correct and lawful for the Chicago & Northwestern Railway Company to charge fifty cents for thirty pounds fourth class freight from Cedar Rapids to Jefferson. First class freight from Chicago here is only forty-five cents. N. Kuhn, of Davenport, shipped from his branch house in Cedar Rapids, one butt, thirty pounds, plug tobacco to Messrs. Smith & Wood, December 18, 1881, and the freight bill was fifty cents. If this is law, then it does great injustice to Iowa shippers. Their regular tariff from Chicago to Jefferson, Iowa, is forty-five cents on first class, and they charge on thirty pounds fourth class freight from Cedar Rapids, fifty cents.

Please give this attention as one of the Commissioners. If correct, all right; if not, please correct it. I live at Earlville, Iowa, and travel for N. Kuhn, of Davenport.

Your old friend,

SAMUEL F. PARKER.

DECISION OF THE COMMISSIONERS.

Complainant asks this Board whether a charge of fifty cents on a thirty pound package of fourth class freight from Cedar Rapids to Jefferson is a lawful charge, and emphasizes the inquiry by calling attention to the rate of forty-five cents on first class from Chicago to Jefferson.

They answer, yes. Freight in small parcels of a few pounds—anything under 100 pounds—on a universal custom of transportation companies, is always charged a parcel rate and never a pro rata charge of the rate per 100

pounds. This custom long since became a rule of railways, and is published in most of the tariffs, as, for instance, this which I quote from one of them: "No shipment, however small will be carried any distance for less than twenty-five cents; over 150 miles, fifty cents."

Another is as follows: "No single shipment will be required to be taken at less than twenty-five cents for distances of 150 miles or under; over 150 miles, fifty cents." This last is the exact language copied from the legal tariff of Illinois, applicable to all railways in that State. In the case mentioned the distance barely gets it into the higher charge, the distance from Cedar Rapids to Jefferson being 151 miles. The published rates in all tariffs are for freight in quantities per 100 pounds or car loads, and never for quantities less than 100 pounds, on which a parcel arbitrary rate is charged, as appears in the above quoted rules.

Des Moines, Iowa, February 7, 1882.

JOHN RABER, NEWBURG, IOWA, Com-
plainant, }
vs. }
CHICAGO & NORTHWESTERN RAILWAY COMPANY, Respondent. } Lost goods.

Filed, January 28, 1882.

NEWBURG, JASPER Co., IOWA, Jan. 25, 1882.

Iowa Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—On the 4th of November, 1881, I shipped from Sheldahl, Story county, Iowa, over the Chicago & Northwestern Railway, a box of household goods. They were billed to Jane Raber, Newburg, Iowa, but they have never been received here. I have written to W. C. Porter, the agent at Sheldahl in regard to the matter, but received no reply.

J. R. Wood, the agent of the Central Iowa Railway, at this place, has also made inquiries, but gets no replies. If you can do anything in your capacity as Commissioners to recover the lost box or its value in money, I would be very much obliged, as I am a poor man and feel unable to sustain the loss. The value of the goods is about fifty dollars. I can send a detailed list of the articles and value if desired. I have the receipt of the agent of the C. & N. W. road at Sheldahl for the box, in my possession. Hoping to hear from you soon, I remain respectfully yours,

JOHN RABER.

The Board instituted inquiries which resulted in finding the box, which was received by complainant, at Newburg, about the 11th of February, 1882.

DAVID MORRIS, LAWN HILL, IOWA, *Complainant.*
 vs.
 CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent,*

} *Overcharge.*

Filed, February 6, 1882.

LAWN HILL, IOWA, February, 3, 1882.

To the Railroad Commissioners, State of Iowa:

I wish to call your attention to the fact that the Chicago & Northwestern Railway Company, are charging freight on nut coal by the car for twenty-four thousand pounds (24,000,) when the facts are that their cars which they charge that for will not contain more than twenty-two thousand (22,000), which we do not think is business, and which should be corrected.

Very respectfully,

DAVID MORRIS.

Mr. Morris in a subsequent letter gives the number of the cars and weight.

CHICAGO, April 4, 1882.

HON. E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I have investigated the claim of David Morris, of Lawn Hill, Iowa, in regard to an overcharge on a car of coal, received by him from Muchakinock, on January 31st. Mr. Morris's claim is a just one, and I have ordered a voucher in his favor, refunding all charges collected on this car in excess of actual weight. The overcharge arose from the fact that the agent at Lawn Hill, in his desire to enforce the rules of the company in regard to minimum weight, overlooked another rule which provides that when any car is loaded to its "full visible capacity," charges for *actual weight only* shall be collected provided such weight is at least 20,000 pounds.

The money will be paid Mr. Morris as soon as the voucher can be passed through our accounts.

Very truly yours,

M. HUGHITT, *Gen. Man. C. & N. W. Ry.*

H. J. HEATON, ANDERSON, IOWA, *Complainant,*
 vs.
 CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent.*

} *Lost goods.*

Filed, February 6, 1882.

ANDERSON, IOWA, Feb. 3, 1882.

E. G. MORGAN, Esq., *Secretary Railroad Commissioners:*

DEAR SIR—Permit me to call your attention to a small matter, the last of a series of petty thefts that I have been subject to. Inclosed find bill of lading and affidavit of things stolen from same, which is only part, as my daughter could not recollect at that time exactly what was missing. Please send P. O. order or instructions to station agent to pay the same. From what the agent here says these things must have been taken at Galesburg, Illinois.

Yours respectfully,

H. J. HEATON.

NOVEMBER 11, 1881.

Received from R. Heaton, one barrel of merchandise in apparent good order, for C., B. & Q. R. R. Co., to be transported to Edwards, Illinois. Weight, eighty pounds.

A. E. REETZ.

STATE OF ILLINOIS, } ss.
COUNTY OF PEORIA. }

Mrs. Margaretta Armstrong, being first duly sworn, deposes and says, that a certain barrel of dry goods which was shipped from Anderson, Iowa, to the address of James Armstrong, Edward's Station, Illinois, contained when the same was received by her at said Edward's Station on or about November 28, 1881, \$12.50 worth less of goods than when the same was shipped from said town of Anderson. That said barrel was shipped by the Chicago, Burlington & Quincy Railroad Company, and delivered by them at said Edward's Station to affiant with the head broken out, the barrel open, and said goods missing as aforesaid. That said goods consisted of three pairs of shoes, at \$2.50 per pair—\$7.50; one box containing towels and sundry articles worth \$5; total, \$12.50. That said affiant has not been paid for said goods by said company, and that they were reasonably worth the amount charged therefor.

MARGARETTA ARMSTRONG.

Subscribed and sworn to, before me, by said Margaretta Armstrong, this 17th day of December, 1881.

[L. S.]

JAMES A. CAMERON, Notary Public.

[This letter of complaint was acknowledged by the Secretary of the Board on February 6th, and on February 7th a copy was sent to General Manager Potter, of the C., B. & Q. R. R., asking him to investigate and report, and on February 11th, Mr. E. P. Ripley, general freight agent, wrote as follows, in reply:]

CHICAGO, February 11, 1882.

E. G. MORGAN, Esq., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Your favor of the 7th inst., addressed to our general manager, and inclosing complaint from H. J. Heaton, in regard to an alleged loss from a package shipped from Anderson, Iowa, November 11, 1881, consigned to James Armstrong, Edward's Station, Illinois, is referred to me.

It strikes me that it is rather an unusual proceeding to present a grievance of this kind to your Board before having presented it to the company. We have never received any claim in this case, and know nothing whatever of its merits, and consequently have had no chance to investigate and no opportunity to judge as to whether the claim is well founded or not. When one party has a bill against another, it would certainly seem to be a reasonable course to present the bill and see if it will be paid, before appealing to a court of law, or commencing suit to enforce payment. If Mr. Heaton or whoever is interested in the claim will duly present the papers substantiating the same to me, I will see that it is properly investigated and either paid or declined for cause.

Yours truly,

E. P. RIPLEY.

DES MOINES, IOWA, February 13, 1882.

E. P. RIPLEY, Esq., *General Freight Agent C., B. & Q. R. R.:*

DEAR SIR—Again referring to the complaint of H. J. Heaton, of Anderson, Iowa, and answering your letter of the 11th inst., I am requested by

the Board to say that not only the original complaint was sent to you, but copies, also, of the receipt issued for the goods by your agent A. E. Reetz, Anderson, Iowa, and the sworn affidavit of complainant's daughter, who lost the goods.

The Board inferred from the tenor of both the complaint and affidavit in which the loss is alleged to have occurred in November last, that application for reimbursement had been made and refused. You will observe that he alleges certain things as stated to him by your Anderson agent.

Whether so or not, you now have the whole matter before you.

By order of the Board,

E. G. MORGAN, *Secretary.*

[February 20th, Geo. H. Ross, division freight agent at Burlington, wrote Mr. Ripley promising to investigate the complaint of Mr. Heaton.

March 18th Secretary wrote Mr. Ripley, asking what had been done in the matter of Mr. Heaton's complaint, and on March 28th, another letter was addressed to Mr. Potter, the general manager, requesting him to look after the complaint and calling his attention to the fact that two letters had been addressed to Mr. Ripley, both of them being as yet unanswered. On March 31st Mr. Potter answered that the matter was in process of investigation, and on the same day wrote, also, as follows:]

CHICAGO, March 31, 1882.

E. G. MORGAN, Esq., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Referring again to the Heaton claim for loss on a shipment of sundries from Anderson, Iowa, would say that claim has been in process of investigation. We have just received the papers and they show us to be responsible for the loss, and voucher has been ordered made accordingly. The complainant notified our agent at Anderson that some goods were short, but placed no value on them and made no claim. Our first knowledge of the case, as explained in my former letter, came from you.

Yours truly,
T. J. POTTER.

[On April 3d, Mr. Heaton was notified that the vouchers for payment of his claim had been made, and asking him to report if they were satisfactory, and on the 23d, Mr. Heaton replied that he had not yet received payment, and asked that the case be closed at once.]

[On May 26th the Secretary of the Board wrote Mr. Heaton that he had sent a communication to the officers of the railroad asking why the matter had not been attended to. A letter was addressed to General Manager Potter, asking him to attend to the case at once.]

SIDNEY, IOWA, June 5, 1882.

E. G. MORGAN, Esq., *Des Moines, Iowa:*

DEAR SIR—Yours of May 26th received. I filed a copy of the claim with the freight agent at Edwards, Illinois, and, also, with the agent here at Anderson, some time before sending to you. I expected at the time it would cost more than it would come to, still I did not feel disposed to sit quietly

under the dispensation. I also thought the railroad company ought to be informed of these things, as there were many complaints besides my own. By the way, I shipped last week two car loads horses from Caldwell, Kansas, to Riverton. Freight from Caldwell, on Santa Fe Road to Atchison, \$40 per car. Freight from Atchison to Riverton, about one-fourth the distance, \$37.50 per car. How is that for high on the C., B. & Q.?

Very respectfully,

H. J. HEATON.

SIDNEY, IOWA, July 31, 1882.

E. G. MORGAN, Esq.:

DEAR SIR—May I ask if there is a probability, or even a remote possibility, of the very large claim of mine ever being settled? I should like to have the matter closed up. What's the matter, too much red tape?

Very respectfully,

H. J. HEATON.

DES MOINES, IOWA, August 3, 1882.

H. J. HEATON, Esq., *Anderson, Iowa*:

DEAR SIR—Yours of 31st is at hand. The Commissioners supposed from the fact that General Manager T. J. Potter, wrote them under date of March 31st, that "voucher had been made and would be forwarded," that the claim you refer to had been settled. I have again called the attention of Mr. Potter to the fact that the claim is still unsettled, and asked him to have it attended to at once. As soon as I hear from him I will write you.

Very respectfully,

E. G. MORGAN.

[On August 3d the Secretary also wrote General Manager Potter, asking him if the voucher had been sent to Mr. Heaton.]

CHICAGO, August 11, 1882.

E. G. MORGAN, Esq., *Secretary Railroad Commissioners, Des Moines, Iowa*:

DEAR SIR—I have yours of the 3d, about claim of H. J. Heaton, of Anderson, Iowa. We have a voucher which was received March 31, 1882, by whom we supposed to be Mr. Heaton. Since the receipt of your first letter stating that he had not yet got his money, we have been investigating to find out if the signature is a forgery and who perpetrated it. As soon as this is ascertained I will advise you of the result.

Yours truly,

T. J. POTTER.

DES MOINES, IOWA, August 15, 1882.

H. J. HEATON, Esq., *Anderson, Iowa*:

DEAR SIR—in reply to my letter to General Manager Potter in relation to payment of your claim for lost goods, he writes me under date of August 11th, as follows: [Here was sent a copy of Mr. Potter's letter of August 11th, to the Secretary].

The Commissioners regret as much as you do the long delay in this mat-

ter, but they are of the opinion that Mr. Potter has endeavored to do as he promised in his letter to them of March 31st. His letter of the 11th inst., throws a new light on the cause of delay.

Very respectfully,

E. G. MORGAN, *Secretary.*

DES MOINES, IOWA, September 12, 1882.

H. J. HEATON, Esq., *Anderson, Iowa:*

DEAR SIR—I wrote you August 15th in relation to lost goods of your daughter's and sent you a copy of Mr. Potter's letter of August 11th. Did you receive them? Have you heard from the voucher sent you last April? An early reply will oblige,

Very respectfully,

E. G. MORGAN, *Secretary.*

ANDERSON, IOWA, September 14, 1882.

E. G. MORGAN:

DEAR SIR—On my return from Illinois, last week, I found letters from you relative to this contemptible small claim, for which please accept thanks for your trouble. On my way I was interrogated by Mr. James S. Wood, agent at Hastings. It appears some scrub has pushed forward what purports to be a receipt for the money signed by me—I need not say it is a forgery—myself nor any of my family ever received a cent, nor did they ever see any one interested in obtaining it. Have notified Mr. Wood to that effect.

Very respectfully,

H. J. HEATON.

ANDERSON, IOWA, September 15, 1882.

E. G. MORGAN, *Secretary, etc.:*

DEAR SIR—I wrote you yesterday, and last night received yours of the 12th inst. This is getting amusing as well as instructive. As our time is worthless we may as well fill it this way as any other. As I informed you in yesterday's letter, I sent the papers—I forgot what they were—a week ago to the agent at Hastings, who had a copy of the whole proceedings. It is to be hoped he will, with your assistance, be able (perhaps in the course of time) to close the matter up. I presume, had there been no tricking, it would have been finished before this.

Truly yours,

H. J. HEATON.

[September 16th a copy of Mr. Heaton's letter of September 14th was sent to General Manager Potter, and his reply was as follows:]

CHICAGO, September 19, 1882.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I am in receipt of your favor of the 16th in regard to claim of H. J. Heaton, Anderson, Iowa. I supposed this matter had been disposed of some time ago, as I gave instructions to pay the claim and have done with it.

In reply to a telegram sent our division freight agent at Burlington, today, I learn that the money wherewith to pay this claim was delivered to the express company to transmit to Mr. Heaton on the 11th inst., this company having no agent at Anderson. I have asked for date of delivery to Mr. Heaton, and will advise you as soon as I hear.

Regretting that you have had further trouble in this matter,

I am, yours truly,

T. J. POTTER.

[Secretary acknowledged the receipt of Mr. Heaton's letters of September 14th and 15th, and on the 26th of September received the following:]

CHICAGO, September 26, 1882.

E. G. MORGAN, *Secretary Railroad Commission, Des Moines, Iowa:*

DEAR SIR—I am advised by our division freight agent at Burlington, that he has received from the express company H. J. Heaton's receipt for \$12.50, the amount of his claim, dated September 23d. I hope this will put an end to further correspondence on the subject from Mr. Heaton. I am sorry you have been troubled so much in the matter.

Yours truly,

T. J. POTTER

[On the 5th of October, a letter written on the 1st, was received from Mr. Heaton, acknowledging the receipt of the amount of his claim for lost goods from the C. B. & Q. R.R. Co., and thanking the Board for their efforts in his behalf.]

—

TOM H. MILNER, IOWA FALLS, IOWA, <i>Complainant,</i> vs. BURLINGTON, CEDAR RAPIDS & NORTHERN <i>Railway, Respondent.</i>	} <i>Inquiry as to classification.</i>
-----------------------------------------------------------------------------------------------------------------------------------	----------------------------------------

Filed, February 8, 1882.

IOWA FALLS, IOWA, Jan. 24, 1882.

HON. MARCUS C. WOODRUFF, *Railroad Commissioner:*

DEAR SIR—Will you please inform me at your earliest convenience, what, under the law of Iowa constitutes a first class railroad? Is the Iowa Falls, Cedar Rapids & Northwestern R. R. a branch of the B., C. R. & N. R. R. from Holland, Grundy county, to this place and northward, such a road as the law designates as a first class road? What is the B., C. R. & N. R. R. from Cedar Rapids north to Emmetsburg classed? Do you know what their gross earnings were, respectively, for the years 1880 and 1881, per mile. By giving an early answer you will oblige the writer hereof and a multitude of your numerous friends at this place. Yours respectfully,

TOM H. MILNER.

DES MOINES, IOWA, Feb. 8, 1882.

TOM MILNER, Esq., *Iowa Falls, Iowa:*

DEAR SIR—My absence from the State for several days has prevented earlier attention to your letter of the 29th ult. You ask: (1) "What under

"the law constitutes a first class railroad?" (2) "Is the Iowa Falls, Cedar Rapids & Northwestern, a branch of the B., C. R. & N. from Holland to this place such a road as the law designates as a first class railroad?" (3) "What is the B., C. R. & N. from Cedar Rapids north to Emmetsburg?" (4) "Do you know what the gross earnings were for the years 1880 and 1881, respectively?"

I answer your questions in the order named.

1. Section 1 of chapter 68, acts of the Fifteenth General Assembly defines the classification of railways as follows: "All railroads in this State shall be classified according to the gross amount of their respective annual earnings within the State, per mile for the preceding year as follows: 'class 'A,' shall include all railroads whose gross annual earnings per mile shall be \$4,000 or more."

This is the obvious definition of what you designate "first class railroads."

2. The Iowa Falls Branch of the B., C. R. & N. R'y, is not a class "A" or first class road.

3. This branch of the railway to Emmetsburg is a class "C" road, the lowest class prescribed in the law, its gross earnings being less than \$3,000 per mile per annum.

4. Exactly what the gross earnings are, is not known to the Board, as the company has not yet reported for the year 1881, and which is due on or before the 15th instant.

It is known, however, that the earnings are much below the amount prescribed for the lowest class roads. For 1880 no report of the earnings per mile was made, as this new branch was operated for only a few weeks before the close of the railroad year. This, I believe, answers your questions. If there is anything more you desire, write me and I will do my best to answer you.

Respectfully yours,

M. C. WOODRUFF.

DANIEL CAMPBELL, BLENCOE, IOWA, *Complainant*,
vs.
SIOUX CITY & PACIFIC RAILROAD COMPANY AND
CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondents*. } *Damages*.

Filed February 21, 1882.

DECISION OF THE COMMISSIONERS.

On the 19th of September, 1881, L. C. Campbell shipped for his father, Daniel Campbell, from Onawa, Iowa, to Amos Edmunds, Disco, Ill., by the Sioux City & Pacific Railroad, one keg of honey, the keg and honey weighing eighty pounds. The company writes on the receipt "O. R.", and in a printed form expressly limits its liability to damage incurred on its own line. This company carried it to Missouri Valley Junction and there delivered the package in good condition to the Chicago & Northwestern Railway

Company, who took it to Council Bluffs and delivered it to the Chicago, Burlington & Quincy Railroad Company. At Council Bluffs the keg was found with one hoop off and leaking badly, which fact was noted on the way-bill. On arrival at Burlington the weight of the keg and contents had been reduced through leakage to twenty pounds. We suppose this station to be the point where freight for Disco, Ill., is delivered. The consignee refused to receive it, and the consignor, on being asked for instructions, disclaimed all interest, and presented a claim for the value of the property. The statements of the parties here differ, the only point in the case where they do. The railway company states that complainant's claim was for \$9.75. The complainant states that he proposed to settle his claim for that amount, if paid without trouble or expense to him. This statement covers all the facts in the case, as far as the transportation of the honey is concerned. The Sioux City & Pacific Railroad Company received and transported it to Missouri Valley Junction, where the Northwestern took it and receipted for it in good condition. This company carried it to Council Bluffs and delivered it to the Chicago, Burlington & Quincy Railroad Company in bad condition, "with one hoop off and leaking badly." The injury to the package occurred while in possession of the Northwestern, and whatever liability for damage there may be rests with this company. As there is no evidence of further injury while in possession of the Chicago, Burlington & Quincy Railroad Company, at least if there was it has not been presented, and is a matter the companies should settle between themselves.

The defenses offered by the Northwestern Company are, first, that the leakage may have been the result of bad cooperage, instead of rough and improper usage on the part of the servants of the railway company; second, that the railway company, having written "O. R." on the bill of lading, was exempted from liability for any loss, and that the complainant became his own insurer, and that the receipt was given for the express purpose of relieving all the companies from liability for just such accidents as the one that happened.

With regard to the first defense: The property was in the possession of the company when the injury occurred, or at least when the leakage began; if it was the result of bad cooperage, the company having the property in their charge should have been able to show this and particularize when, where, and in what manner it was defective. Having failed to do so, and the property having passed through the hands of one carrier and being delivered to the second in good condition, the legitimate inference is that the injury was the result of improper usage.

This brings us to the second defense. It is noticeable that the servants of the railways have too often assumed that the arbitrary affixing of "owner's risk" on packages, gives them the right to handle perishable property carelessly and roughly with impunity for themselves and their companies. This idea has grown from the fact that in most instances the injuries received do not amount to enough in value to justify the expense of contesting them. The obligation of the common carrier is to transport and deliver goods in

the same condition as when received, unless prevented by the "act of God or the public enemy." He is to that extent an insurer against all risks or injury, except those above stated. The carrier has the right to limit his liability in articles that are specially liable to injury or breakage by receiving them at "owner's risk." This, however, is coupled with the condition that it does not exempt the carrier from the consequence of negligence of every grade, of himself or servants.

The decisions in all the States fully sustain this view of the effect of the "owner's risk" stipulation, even in those that by special enactment have attempted to limit the liability of the carrier. In Iowa the law seems specially to hold the carrier to the extreme of liability, as will be seen by reference to section 1318 of the Code of 1873: "No contract, receipt, rule, or regulation shall exempt any corporation engaged in transporting persons or property by railway from the liability of a common carrier or a carrier of passengers, which would exist had no contract, receipt, rule, or regulation been made or entered into." We think this disposes pretty effectually of the second defense.

The opinion of the Commissioners is that the Chicago & Northwestern Railway Company pay the complainant for seventy pounds of honey at 12½ cents..... \$ 8.75
For one keg

Total \$ 9.75

Des Moines, Iowa, April 26, 1882.

THOMAS J. HOOPES, EUGENE, IOWA, *Complainant,* }
vs. } Overcharge.
CHICAGO, BURLINGTON & QUINCY RAIL- }
ROAD COMPANY, *Respondent.*

Filed, February 21, 1882.

Complainant shipped a car of household goods and lumber from Perry, Iowa, over the Des Moines & Fort Dodge Railroad and the Chicago, Burlington & Quincy Railroad to Afton, Iowa. Before shipping he wrote the agent of the C. B. & Q. R. R. at Des Moines, asking for rates on a car of lumber from Perry to Creston, Iowa. The agent replied "lumber to Creston, \$85.10." When the car containing the goods arrived at Afton, Mr. Hoopes was called on to pay \$67 freight, the company claiming double rates for loading the car with lumber, household goods, etc. The attention of General Manager Potter was called to the matter, and he gave Mr. Hoopes a rebate of \$10, which he accepted and withdrew the complaint.

CITIZENS OF NORTHWOOD AND WORTH COUNTY,
Complainants, }
 vs.
THE CENTRAL IOWA RAILWAY COMPANY, *Re-* }
spondent. }
 Abandonment of Road.

Filed, March 7, 1882.

This is a case wherein citizens of Northwood complain that respondent has abandoned operation of part of its road, to their damage and inconvenience, in violation of its charter, and contrary to law.

Under the provisions of section 8, chapter 77, laws of 1878, it is made the duty of the Commissioners to "inquire into any neglect or violation of the "laws of this State by any railroad corporation doing business therein, and "whenever in the judgment of the Railroad Commissioners it shall appear "that any railway corporation fails in any respect or particular to comply "with the terms of its charter, or the laws of the State, * * * said "Commissioners shall inform such railroad corporation of the * * * * changes which they adjudge to be proper, by a notice thereof in writing," * * * * and report shall be included in their annual report to the legislature.

It is competent for any citizen to bring to the notice of the Commissioners such matters as are complained of in this case, or the Commissioners can inquire into it on their own motion.

All the facts, including the matter of the complainant, answer and reply, fully appear in the decision. There is but little controversy as to the facts in this case. Some questions of law, however, of more or less importance to railway corporations and to the public, are involved:

1. The complainants allege that The Central Railroad Company of Iowa on the 23d day of June, 1869, organized under the general laws of the State providing for the organization of corporations for pecuniary profit; that "the object of the company was to acquire, construct, maintain, and operate "a railroad from the south to the north line of the State of Iowa, beginning at "the State line of Missouri, at or near the present northern terminus of the "North Missouri Railroad, and running from thence north on the 16th meridian of longitude west from Washington, or as near thereto as practicable, "the following points on the line having already been established: Moravia, "in Appanoose county, Albia, in Monroe county, Oskaloosa, in Mahaska "county, Marshalltown, in Marshall county, and Eldora, in Hardin county."

2. That to aid the construction of the road the people of Worth county granted it, in virtue of a vote of the electors of said county, all the swamp lands of said county, amounting in the aggregate to 32,000 acres, and on the 22d day of September, 1871, a conveyance of said land was duly executed, reciting the performance of the conditions on which the company was entitled to it, which conditions were the "grading, bridging, tieing, and constructing of all that part of said road from the south to the north line of "Worth county." The deed also conveys "all swamp land indemnity, money, "warrants, etc., granted, or to be granted, to said county in lieu of swamp "lands in accordance with the laws of Congress," etc.

3. That there was voted and paid in accordance with the provisions of chapter 102, of the laws of 1870, taxes amounting to fifteen thousand nine hundred and eighty-five dollars and twenty cents, in aid of the construction thereof; that the notice of said election contained provisos that the tax was to be expended only in constructing the road within Worth county, and that the tax should "not be spread upon the books for collection until said rail-road company shall have run their cars into Northwood."

4. That Samuel Egbert conveyed to said company lands of the value of twelve hundred dollars, B. H. Becket lands to the value of five hundred dollars, D. McKercher lands to the value of two hundred dollars, and L. L. Woodworth three and three-fourths acres of land, all in consideration of said company building and operating its road from the south line of Worth county to Northwood.

5. That on the 10th day of July, 1877, a tax of three thousand and sixty dollars and thirty-eight cents was voted by the electors of the town of Northwood, in aid of the construction of the Burlington, Cedar Rapids & Northern Railway Company from its then terminus, near Plymouth, Iowa, to some point in section 21 or 28, township 98, range 20, and there making a junction with said Central Railroad Company, and thence over the track of the last named company to the town of Northwood. A further condition of voting this tax aid to said B., C. R. & N. R'y Co., was the construction and operation of its line from Northwood to the north line of Worth county. Also L. and A. J. Dwelle, gave the company the further sum of three hundred and thirty dollars and sixty cents, on like conditions.

6. That the Central Railroad Company constructed its road as agreed, and commenced running its trains thereon into the town of Northwood in October, 1871, and said road was so operated until August, 1880, at which time all trains were abandoned north of Manly Junction; that said abandonment of trains is a great and serious damage to complainants, and the citizens of Northwood and Worth county in the matter of travel and traffic, and in violation of the charter articles of said corporation of its statutory contracts with Northwood township, Worth county, and the people thereof, and contrary to law.

All of which matters of complaint are submitted to the Commissioners for their information and action.

The Central Iowa Railway Co., responding to the complaint denies any legal obligation to operate the portion of its line between Manly Junction and Northwood, and denies any legal liability for its failure to do so, and in support of its position submits substantially the following points:

The Central Railroad Company was organized in 1869, under the general laws of the State, for the purpose of constructing and operating a railroad from the south to the north line of the State of Iowa; that it built and equipped said road and operated it for several years; that in so doing it became indebted and executed first, second, and third mortgage bonds on its road to secure such indebtedness; that the action of the people of Northwood and Worth county in inducing the B., C. R. & N. R'y Co., to run its

trains into Northwood over the Central's track from Manly, divided business, decreased the earnings, and reduced the profits of the company; that such conduct on the part of the people of Northwood and Worth county was unlooked for and unforeseen, as the Central had the right to expect no competing line, but that the people of Northwood and Worth county having helped to build the road, would look upon it as a thing in which they had an interest; that as the result of a series of misfortunes suits to foreclose the mortgages were commenced, and the road taken possession of by a receiver, appointed by the United States Circuit Court: that during his management, under the direction and approval of the court, the receiver, as a consequence, among other things, of the conduct of the citizens of Worth county in inducing the Burlington, Cedar Rapids and Northern Railway Company to run its trains over the Central's track to Northwood, leased that portion of the road between Manly Junction and Northwood, to the B., C. R. & N. R'y Co.; that eventually, *in 1875*, the road was sold "absolutely and unconditionally "out from under the ownership and control of the Central Railroad Co.," to the Farmers' Loan and Trust Co., of New York; that on the 15th May, 1879, The Central Iowa Railway Company was organized under the general corporation laws of the State for the "purpose of acquiring and operating the road"; that the matter and question of the construction of said road did not enter at all into the object of the company's organization, as the road it was organized to acquire and operate was already built; that the Central Iowa Railway Company is and ever has been in every respect, manner, and form, entirely separate and distinct from the Central Railroad Co.; that the Central Railroad Co., did all it agreed to for the aid granted it, in every particular, and as respondent believes, complied with all the requirements of its charter articles and the laws of the State, and that respondent purchased and paid full value for the Central Railroad property, and owns and controls the same free from obligations to citizens of Northwood and Worth county, for aid given to the Central Railroad Company, subject only to the laws of the State regulating the operation of its road. Respondent also says that after purchasing said road it began a suit in ejectment for the possession of the leased portion of its road, but that the court held said lease valid, and that the lessee held on to the end of the term for which the lease was given, not only under the lease, but by judgment of the court, that it should not be disturbed. And respondent further says, that during the intervening time it saw that to continue the lease to the B., C. R. & N. R'y Co., at a fair rental, would probably be a wise thing to do, and so, in August, 1881, at the expiration of the aforesaid lease, for another and greater rental gave another and new lease to the B., C. R. & N. R'y Co., as under and by virtue of the Code of Iowa, section 1300, it lawfully might do, the B., C. R. & N. R'y not then or since having any track from Manly Junction to Northwood, and that the said B., C. R. & N. R'y Co. has ever since continuously operated the same with all the facilities and equipments of a first-class road, and with all the conveniences for passenger travel and freight. And that such a disposition of said division of the road is not an abandonment of it. And for yet other

answer in this behalf, respondent says: Nor can the people of Northwood complain on another ground. The Code fixes the charges for freight and passenger fare, and it costs them no more to do business with one road than two. If they put it on the ground that if they had competing roads, they could get better rates to points out of the State, the answer is that it is not the duty of our home corporations, nor of the Board of Railroad Commissioners, to look beyond our State boundary to assist anyone. Our duties begin and end at home. Nor did the respondent have in view the assumption of any contracts or bargains of any former owners of any road it might acquire, nor did it ever assume any.

In short, respondent says: 1. That it is not the corporation that constructed the road and received the aid and incurred the obligations therefor, but that it is an entirely separate and distinct corporation, operating under an entirely separate and distinct charter: that as such it bought and paid full value for said Central Railroad property, and is in no sense liable for the constructing corporation's obligations, but entitled to operate and dispose of said road under its own charter.

2. That so owning said road, it had the lawful right to lease it as it did, under section 1300 of the Code.

Complainant, replying to respondent's answer, denies any wrongful or illegal acts on their part, or on the part of any person or corporation they represent, towards the Central Railroad Company of Iowa, or towards any of said company's successors in the ownership, control, or management of said road. Complainants admit the appointment of a receiver for the road, the lease and sale of said road, the organization of respondent's company and its purchase of said road, and the lease of a portion thereof, as set out in respondent's answer, but denies that any or all of these acts absolve respondent from its obligation to operate said railroad as a continuous line according to the provisions of the charter of the constructing company, the statutory contracts of said company, by which it procured aid in construction of said road, and existing laws.

Proofs have been submitted for the inspection of the Commissioners on all material controverted questions of fact, and we find from as careful an examination thereof as we have been able to make, that the allegations of fact by complainants are substantially true and virtually admitted by respondent, save as to the swamp land item; and in this the denial only goes to the fact of the railroad company having failed to receive any swamp lands from Worth county,—the vote of the people thereon, the deed from the county in pursuance thereof, the conditions of the deed, and the company's acceptance thereof, are not denied.

An examination of the records in the office of the State Register of Lands reveals the fact that Worth county received but forty acres of swamp land out of all selections made. This tract has, we assume, passed to the railroad company or its assigns. But the failure of the company to receive this portion of the aid stipulated for does not affect the questions to be considered here, as, aside from yet other controlling considerations, the tax and other

aids conveyed by other and independent contracts, are not denied. Respondent virtually admits the aid, saying, "it (the Central Railroad of Iowa) did all it agreed to for the aid granted it, in every particular, and has in every way, as we believe, complied with all the requirements of its charter articles."

It is idle to discuss the action of the people in inducing the Burlington, Cedar Rapids & Northern Railway Company to come into Northwood. They had the right to do this, and the company had the right to comply. Such action affords respondent no possible grounds of complaint. The people of Northwood voted a tax to the Burlington, Cedar Rapids & Northern Company to bring its road to Northwood; that it came in over the respondent's track, is immaterial in this case. Complainants say that company has performed as it agreed.

It is likewise immaterial to discuss the question of the legality of any lease of any portion of the road, prior to the voluntary one executed by respondent, in August, 1881, or as to whether they were made with or without the order or approval of the court. Whatever they may have been they are things of the past. The voluntary lease made by respondent is the only one with which we have to deal.

And it does not alter the case that a court declared said lease valid in a suit between lessor and lessee. The parties represented by these complainants were not parties to the action, and the lease did not exclude the respondent from running its trains over the leased portion of its road except on its own option. Furthermore, it appears in the evidence submitted in the case, that during the management of the receiver, respondent's road was operated as a continuous line, including the portion leased, and that it continued to be so operated for more than a year after it came under the ownership and control of respondent.

If this reasoning be sound we have left for consideration in this case three questions; to-wit.,

1. Was the Central Railroad Company of Iowa legally bound by its charter articles and statutory obligations to operate its road as constructed?
2. Is the Central Iowa Railway Company, the respondent, likewise liable to operate the road?
3. If so liable, can respondent lease or alienate any portion of its road or property necessary to the discharge of its corporate obligations?

As we have already seen, the Central Railroad Company of Iowa was organized under the general laws of the State of Iowa providing for the organization of such corporations. That the object of the company, as stated in its articles of incorporation, was "to acquire, construct, maintain, and "operate a railroad from the south to the north line of the State of Iowa, beginning at the State line of Missouri, at or near the present (then) northern terminus of the North Missouri Railroad, and running from thence "north on the 10th meridian of longitude west from Washington, or as near thereto as practicable." And by the first article of its charter it assumes all the powers and privileges conferred by the law upon like corporations. The

principles of law governing this company, though incorporated under the general laws of the State, are the same as those governing corporations created by special act of the legislature. In *The People v. Albany & Vermont R. R. Co.*, 37 Barbour, S. C. N. Y., 218, the court held that "A railroad charter, like any other legislative grant, is a contract between the incorporated company and the public. When the act is not by its terms subject to repeal, it confers irrevocable rights, and it imposes corresponding obligations. It in no wise alters the case that the rights and privileges conferred, and the duties thus imposed, are so conferred and imposed under a general law, in virtue of the provisions of which persons may associate or incorporate themselves. They still hold under an act of the legislature, which lies at the foundation of all their proceedings, and is essential to give them force and vitality."

It follows, then, that the acceptance by the company of the rights and immunities conferred, and by the exercise of the powers granted, in locating and constructing its road, imposed the obligation to operate its road.

The acceptance and enjoyment by the company of the rights and immunities conferred and the exercise by it of the powers of sovereignty delegated to it by the State to compulsorily locate and construct its road by condemnation of private property for the right of way, and for other purposes obligates the company to operate its road as constructed. This is but the contract as between the public and itself, as found in its charter and the laws of the State into which it voluntarily entered.

The consideration for the grant of powers by the State is that the object and purposes of the corporation, although for private gain, are of public necessity. In *Stewart v. Board of Supervisors of Polk County*, 30 Iowa, page 20, our Supreme Court held "that the exercise of the right of eminent domain in behalf of railroads, canals, turnpikes, plank roads, bridges, mills, and the like, is upon the principle that, being of public utility, although for private profit, "they are for public use within the meaning of the constitution."

In this connection it is profitable to notice the marked distinction which the courts have ever made "between charters granted by legislative power, which exact no public duties, and those under which the public acquires such rights that it can compel the corporation to respect them." It is also important to notice the grounds on which this distinction is based. In *The State ex rel. Townsend, etc., v. McIvers et al.*, Withrow Am. Corp. cases, volume 4, page 161, on this point is found the following: "A marked distinction has always been observed between companies chartered as trading associations, or scientific societies, or others of that character, aiming only at objects of their own, and not contemplating any benefit to the public, or taking upon themselves any public government or responsibility, which are exclusively private, and those where, although the inducement to their creation is individual gain, yet the interests of the community are so inseparably connected with them that what affects the one will be sensibly felt by the other. * * * According to the authorities of this country,

"the respondents may properly claim to be the official agents of a private corporation. This proposition, however, affords them no exemption from "the liabilities which attach by reason of the great purposes of State, which, "doubtless to no small extent, induced the grant under which the company "enjoys the large immunities conferred upon it. Such has been the rapid "increase of railroad companies, with the extended and exclusive privileges "which they enjoy, that the material interests of the country are, to no small "degree, influenced and controlled by them. The great facility which they "afford for the transportation not only of passengers but of freights, has "prevented all rivalry by other means and given them almost a monopoly "of the whole carrying trade. If the State, through the courts, has no power "over them by a short and speedy remedy, the injury they may inflict, not "only on private, but on public interest, might be so prejudicial and detri- "mental, as to counterbalance all the benefits derived from their establish- "ment. From the number and magnitude of their capital and operations "without the means of an adequate check on their encroachments on private "rights, they might indeed become a power which the State itself might "have cause to fear."

There is entire harmony among the authorities upon the proposition that where a clear right to the performance of a corporate act exists, the law furnishes a remedy for its enforcement. The Central Railroad having been located and constructed under the authority conferred by the charter of the Central Railroad Company of Iowa, and in consideration of the powers and immunities therein granted, it became and was the duty of said company to operate said road "for the uses and purposes, and to the extent contemplated "by it and the public, as defined in its charter." Hence the obligation of the company to the public to operate said line of road so far as constructed, as a continuous line. The operation of the road, so far as constructed, as a continuous line, for all the necessities of travel and traffic to and from Northwood, according to the usual and reasonable methods of operating like railroads, is the agreed consideration between the company and the public. Nothing less than this complies with the terms of the charter contract between the corporation and the public. The Supreme Court of the United States, discussing this question in *Brown v. The Railroad Company*, 17 Wall., 445, say: "Having, therefore, constructed its road as it was authorized to do, it "will be held to a faithful compliance with all the terms accompanying the "grant by which it was enabled to procure a pecuniary advantage." In *The People v. The Albany & Vermont Railroad Company*, *supra*, held that "A "railroad corporation which has completed its road between the termini "mentioned in its charter or articles, forfeits its franchise by abandoning or "ceasing to operate a part of its route. It seems that the corporation owes "a duty to the public to exercise the franchise granted to it and that it "cannot abandon a portion of its road and incur a forfeiture at its mere "pleasure."

In *The State v. The Hartford & New Haven Railroad Company*, 29 Conn., 538, the question of whether a railroad company could be compelled by man-

damus to operate its entire line was before the court. The defendant was chartered to construct and operate a railroad from Hartford to the navigable waters of New Haven harbor. A steamboat company was afterwards chartered to run in connection with defendant to New York, making a route. Defendant operated its road for several years, and then constructed a track diverging from the original track at a point a mile and a half from its terminus at tide water, and running to the station of the New York & New Haven Railroad Company, in the city of New Haven, and discontinued the running of passenger trains to the original terminus at tide water. This change inconvenienced travelers who wished to pass by steamboat route to New York, of whom there were many. The court held that *mandamus* ought to issue to compel the railroad company to run passenger trains to the original terminus, and closed the opinion with the following language: "We forbear going into other questions raised on the trial, or commenting "on the authorities cited by counsel. We think it unnecessary, and prefer "to place our decision upon the simple ground of the corporate duty of the "respondent. All judges and jurists will at once agree that chartered com- "panies are obliged fairly and fully to carry out the objects for which they "are created, and that they can by *mandamus* be compelled to do so, and it "will not be questioned that in the case of public highways, whether turn- "pikes or railroads, they are bound to keep them fit for use, and in the case "of railroads to keep them furnished with suitable cars, engines, and attend- "ants, without which they cannot be used at all. We advise the issue of a "peremptory *mandamus*."

But in this case there is more than the usual consideration arising out of the grants of power and immunities contained in the charter of the constructing company, to obligate it to operate its road so far as constructed as a continuous line.

The Central Railroad Company of Iowa made several special contracts with Worth county, with divers citizens thereof, and with Northwood township, wherein, for a valuable consideration named in the contracts, it stipulated and agreed to construct its line of road from the south line of Worth county to the town of Northwood, in said county.

It would seem sufficient to settle the question of the obligation of the Central Railroad Company to operate its road from Manly Junction to Northwood as a part of its continuous line, to show the existence of these contracts by virtue of which it procured valuable aid in construction of its road, and for which it agreed to construct and operate it to Northwood. It would seem that the acceptance of the tax alone by the corporation is sufficient to support the obligation to operate the road as constructed, and in accordance with the terms of its charter. In *Stewart v. The Board of Supervisors of Polk County, supra*, the court base the constitutionality of chapter 102, of the laws of 1870, providing for voting aid in the construction of railroads upon the proposition that the objects to be promoted by them are public, and in the course of the opinion say that "it has been "abundantly shown that the object for which the right of eminent domain

"is exercised is a public one, for public utility, for public use, within the meaning of the Constitution; that this right can be exercised in behalf of these corporations upon no other ground. If, then, the building of a railroad is a public object so as to authorize the taking of the private real property of the citizen—the highest species of property—for a right of way, "is it any less a public object for the purpose of receiving aid through the medium of taxation to assist in building the road upon such right of way? "The right of eminent domain and the taxing power are both sovereign powers. * * * If the taxing power cannot be constitutionally invoked in aid of railroads, neither can the power of eminent domain." If, then, it be true that both the taxing power and the power of eminent domain are exercised in favor of railroads, on the same principle it follows, as a matter of course that the beneficiary of the exercise of these sovereign powers accepts each subject to the same limitations and restrictions. In either case the conditions of acceptance are the same, and like duties and obligations are imposed as an equivalent.

The equivalent is the operation of the road as constructed, as far as constructed, in accordance with the terms of the charter of the corporation accepting such grants of power. This the public would have the legal right to demand: was the road being operated by the Central Railroad Company of Iowa?

This brings us to consider the question of the liability of respondent.

Conceding the respondent company to be an entirely separate and distinct company in every shape, manner, and form from the original Central Railroad Company, and that it paid full value for said railroad property, which we do, and still we think there can be no doubt as to its obligation to operate the Central Railroad as constructed, and as a continuous line. The Central Railroad Company of Iowa was organized for the purpose of building and operating a railroad from the south to the north line of the State, as set forth in its charter articles. It accepted all the powers, rights, and immunities provided by law in such cases. It exercised these powers, etc., in its own behalf in the location and construction of its road. It exercised, under this grant of powers, the right of eminent domain in securing its right of way, and it availed itself of the sovereign right of taxation to aid the construction of its road thereon. "It has been abundantly shown," say our Supreme Court in *Stewart v. Board of Supervisors of Polk County, supra*, that "the object is a public one, for public utility, for public use," and "that this right can be exercised in behalf of these corporations upon no other grounds." The limitations, restrictions, and conditions imposed upon the corporation accepting these grants of power became a part of the law of its existence, and precludes the idea of its owning its property just as individuals own their private property. In consideration of these grants of power there is a clear right which the courts will promptly enforce to compel a delinquent corporation to operate its road according to the terms of its contract with the public. The Supreme Court of the United States, in the case of *Brown v. The Railroad Company, supra*, in speaking of the obligation

imposed upon a railway corporation by its charter settle this question, as we have already seen, beyond cavil.

The limitations and restrictions thus imposed by the charter of a railway company upon the operation and management of its road are a limitation and restriction upon the private property therein. The charter is a matter of record and as much a notice to the world as the laws of the State. Therefore, the purchaser of a railroad acquires no greater property therein than was owned by the vendor. Purchasers and lessees are charged with notice of the limitations, restrictions, and conditions imposed by the franchise of a railroad company, and of its obligations, under its charter and the laws of the State, to the public. We think this position sound on principle and sustained by the authorities. In *Thomas v. The Railroad Company*, 101 U. S., 88, the court say: "Whereas, a corporation like a railroad company has granted to it by charter a franchise intended in large measure to be exercised for public good, the due performance of those functions being the consideration of the public grant, any contract which disables the corporation from performing those functions, which undertakes, without the consent of the State to transfer to others the rights and powers conferred by the charter, and to relieve the grantees of the burdens which it imposes, is a violation of the contract with the State, and is void as against public policy."

In the *York and Maryland Line Railroad Company v. Winans*, 17 Howard, 30, it was claimed, as in this case, that the duties imposed upon the corporation were fulfilled by the construction of the road, and that by alienating its right to use and its powers of control and supervision, it might absolve itself from further responsibility. "This conclusion," say the court, "implies that the duties imposed upon the plaintiff by the charter are fulfilled by the construction of the road, and that by alienating its right to use, and its powers of control and supervision, it may avoid further responsibility." The court then go on to speak of the consequences of such conclusion, and say: "Those acts involve an overturn of the relations which the charter has arranged between the corporation and the community. Important franchises were conferred upon the corporation to enable it to improve facilities for communication and intercourse required for the public convenience. Corporate management and control over these were prescribed and corporate responsibility for their insufficiency provided as a remuneration to the community for the grant. The corporation can not absolve itself from its obligations without the consent of the legislature."

In *The Railroad Company v. Brown, supra*, Davis J., delivering the opinion of the court, said: "It is the accepted doctrine in this country that a railroad corporation cannot escape the performance of any duty or obligation imposed by its charter or the general laws of the State, by a voluntary surrender of its road into the hands of lessees."

And our Supreme Court, speaking of this doctrine as presented in the above case say, in the case of *Bower v. The B. & S. W. R. R. Co.*, 42 Iowa,

446, "that there can be no doubt" as to the proposition we quote being the law, "unless it be, as is urged that the provisions of the Code, Secs. 1278 and "1807, making lessees of railroads liable to the same extent as the corporation, inaugurate a different rule. It will be readily seen, however, that the "remedy against lessees is cumulative only. The liability against the corporation exists in full force and vigor, without any statutory aid whatever."

In *Black v. The D. and R. Canal Company*, 22 N. J., 130, Chancellor Zabriskie says: "It may be considered as settled that a corporation cannot "lease or alien any franchise or any property necessary to perform its obligations and duty to the public."

If the authorities we have here cited and quoted be law, and about that there can be no doubt, then it is clearly the duty of the Central Iowa Railway Company to operate the road constructed by the Central Railroad Company of Iowa, as a continuous line, unless it be, as is urged by respondent, that the provisions of section 1300 of the Code, authorizing a railroad company to sell or lease its road, inaugurate a different rule.

It will be readily seen, however, by an examination of this section, that the construction of it contended for by respondent is unwarranted. The original purpose of this section was, as we view it, to authorize a railway company to sell or lease its road, or to make joint running arrangement with any connecting road. "Without this the directors might not have such "power, or, it might be questionable whether they possessed it." The liability of the vendor or lessor was in no manner touched. They were liable "without any statutory aid whatever," and section 1300 left their liability just as it found it. The remedy given in this section against lessees is merely cumulative. Section 1300, as it appears in the Code, and as it now stands, is in lieu of section 4, chapter 86, laws of 1864, which was, as originally enacted, and as it stood until amended by section 1300, as follows: "Section 4. The board of directors of any railroad company shall have "power to authorize contracts of lease or joint running arrangements with "any connecting road for the operation of such connection upon such reasonable and just terms as may be agreed upon by the parties, and the party "thus leasing or operating the railroad of another company, shall, in all "respects be liable to the public for their acts or negligence in the same "manner as though the road belonged to them."

Section 1300, which is relied upon by respondent as giving the legislative consent, is as follows:

"Section 1300. Any such corporation may sell or lease its railway property "and franchises to, or make joint running arrangements with any corporation owning or operating any connecting railway, and the corporation "operating the railway of another, shall, in all respects, be liable in the same "manner and to the same extent as though such railway belonged to it, "subject to the laws of this State."

It will be observed that the only material difference in the two sections is that authority to sell, as well as lease, is given in the subsequent or amended

section, the liability of the "corporation operating the railway of another" being substantially the same in both.

Authority to sell not being given in the first section enacted while authority to lease was, authority to sell was rendered more questionable than prior to said enactment. This gives at once the reason for the amendment to the original section and the full significance thereof. The first section above quoted has been construed by our Supreme Court, and we think the construction not only sound but as applicable to section 1300 as to the one they were considering.

In *Treadway v. The C. & N. W. R'y Co.*, 21 Iowa, 351, in speaking of the legislative intent as found in section four (the original enactment) Dillon, J., delivering the opinion of the court, said: "As we view it the primary object of this section was to authorize the directory of an "Iowa railroad company to lease their road to or make joint running arrangement with any connecting road. Without this, the directors might "not have such power, or it might be questionable whether they would possess it." As incident to this extension of corporate power, and in consideration thereof, lessees were made liable to the *public* in all respects, in the same manner and to the same extent as though the railway belonged to them, subject to the laws of the State. There was no change or diminution of corporate charter duty or obligation as to vendor or lessor. There was an expansion of corporate power, and the consideration for the grant was the liability of purchasers and lessees. And all this expansion of corporate power and extension of corporate liability, "subject to the laws of the State." So, from the history of this simple section, and the judicial interpretation given it by our Supreme Court, it is most evident that it does not constitute a "consent of the legislature" to a corporation "to overturn the "relations which have been arranged between the corporation and the community." On the contrary, a new party is admitted to the "relations which "the charter has arranged" between the selling or leasing corporation and the community on the condition that it will not only not overturn those relations, but will see to it that they are fully maintained. *Campbell v. M. & C. R. R. Co.*, 22 Ohio R., 168, was a case somewhat similar in its facts to the one we are here considering. The respondent in that case, as in this, had acquired a portion of road constructed by another company under another charter; it bought it of a receiver under order of the court duly made in an action in court; and insisted that under the laws of Ohio it was entitled to operate the portion of the road thus acquired under and according to the terms of its own charter, and free from the provisions and conditions of the charter under which said road so acquired was constructed. The statute, the subject of construction in the case, certainly contained as broad a grant of power with less restriction and condition attached than section 1300. It provided as follows: "That any railroad company organized in pursuance "of law may lease or purchase any part or all of any railroad constructed "by any other railroad company, if such company's lines are continuous or connected."

The court held that the State could only confer right of eminent domain upon a railroad company upon the ground that when constructed its road should become a public highway, and said that "we have no doubt as to the right of the public to use the road upon the terms secured by the charter "so long as it remains a public highway, unless the legislature shall clearly declare its intention to the contrary."

The court went on to show that the legislature, under the statute, did not intend that the purchased road should be operated under the charter of the purchasing company, but that the duties and obligations of the purchasing company in its conduct of the purchased road, were to be found in the charter of the constructing company, and in this connection said: "If "it be that the restrictions imposed by the charter of a railroad company "* * * is a limitation upon the private property therein, then "it is quite clear that by a sale of the road, no greater rights therein can "pass to the vendee than were owned by the vendor."

If, then, the authorities we have cited with reference to respondent's liability to the public, be the law, respondent is liable, in all respects, in the same manner and to the same extent in its operation of said road as would be the original Central Railroad Company of Iowa was it still in the management of said road. But there is another sufficient reason, as we view it, why respondent is legally bound to operate said road as constructed, so far as constructed, and subject to all the obligations and burdens imposed by the charter and statutory contracts of the constructing company. Its charter obligates it to do so. The Central Iowa Railway Company was organized May 15, 1879, under the general laws of this State.

Article I provides that the company "shall be entitled to all the privileges, "exemptions, and benefits of like corporations, and shall have all the powers, rights, and franchises now or hereafter authorized by the laws of Iowa "relative to railroad, transportation, telegraph, and warehouse companies."

Article II declares "the object of this corporation shall be to acquire, construct, equip, maintain, and operate a railway from the north to the south "line of the State of Iowa, embracing the present road and property, both real "and personal, of the Central Railroad Company of Iowa, subject to the first "mortgage," etc. In consideration of the powers, rights, immunities, etc., enumerated in Art. I, the corporation must do and perform all the acts enumerated in Art. II. Such is the contract as found in the charter and the laws of the State.

The authorities, as we have already seen, sustain this proposition.

It is clear, then, that respondent is legally obligated to operate the Central Railroad as a continuous line between its points of *termini*, in accordance with the terms of its own charter.

But, says respondent, we have rented that portion of our road between Manly Junction and Northwood, and cannot, therefore, operate it.

This brings us to the consideration of the power of respondent to execute such a lease, and we unhesitatingly declare that it has no such power. Respondent cannot lawfully convey to an other corporation the right to the

exclusive use of a portion of its road. The statute only provides for leasing the road.

The statute contemplates such a sale or lease as will put vendee or lessee, as the case may be, in a position to carry out fully the objects of the charter under which the road was constructed. It is such a sale or lease only that is "subject to the laws of this State." Section 1800, which is relied upon by respondent as authority, has already been considered. We do not think it gives such authority. It is incumbent on respondent to operate the road as a continuous line according to the usual methods of operating like roads, and any contract it makes which precludes it from the performance of such duties is beyond the scope of its power and void. The abandonment of trains on the road in question between Manly Junction and Northwood is a practical abandonment of that portion of the road, and is in violation of its charter duties and contrary to law.

We decide, therefore, that respondent is under legal obligation to "equip, "maintain, and operate" that portion of its road between Manly Junction and Northwood, and to so equip, maintain, and operate it as a part of and in connection with its entire and continuous line between its points of *termini*, as provided in the charter under which said road was constructed, as well as in accordance with its own charter articles and the laws of the State, and that a failure of respondent to so equip, maintain, and operate said portion of road, and its entire road, is a violation of its charter duties and obligations and contrary to law.

The Commissioners, therefore, recommend that the Central Iowa Railway Company, respondent herein, resume the operation of that portion of its road between Manly Junction and Northwood, in accordance with this decision, and that it do so within a reasonable time.

Des Moines, Iowa, February 15, 1883.

C. A. HORNADAY, UNIONVILLE, IOWA, *Complainant,* }
vs. }
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, *Respondent.* } *Damages.*

Filed, April 14, 1882.

UNIONVILLE, IOWA, April 8, 1882.

To the Honorable Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—In January, 1880, I had two car loads of lumber shipped from Muscatine on the Chicago, Rock Island & Pacific Railway. The cars were billed for Udell spur or switch, five miles west of Unionville, and when the train came through Unionville, the conductor had the cars left there and the station master would not have them moved. I paid the freight on the cars from Muscatine to Udell Switch, and had to haul the two car loads from Unionville to the switch at a cost of \$25.

I wish to call your attention to this for its nothing but swindling. Can you do anything for me? If you can I will take it as a favor.

C. A. HORNADAY.

DECISION OF THE COMMISSIONERS.

In the matter of the complaint of C. A. Hornaday, against the Chicago, Rock Island & Pacific Railway Company, the Board find that the shipping order of Messrs. Musser & Co., under date of January 25, 1880, for the two cars of lumber, number 1851 and 215, were billed to Mrs. Hornaday, Udell Spur, Iowa, *via* Unionville, Iowa. The way-bills were from Muscatine to Unionville, the rate, 26,000 pounds, 12½ cents, \$32.50 each. Mr. Warfield, the station agent of the company, states that Udell Spur was not a billing station, there being no freight agent there, and the freight charges unpaid he billed the cars as usual to the nearest station. The president of the Railway Company states that Udell Spur is a plug switch or siding, connected at only one end, and was put in solely for the convenience of operating the road, as freight trains bound east were often obliged to take part of their trains to this siding and return for the balance.

It is situated four and one half miles west of Unionville, and two miles east of Sharon. The company have never regarded it as a station, have no agent, no rates, and have not way-billed to or from it.

Complainant must be mistaken in his statement of April 17th, when he asserts that the rate to Udell Spur was \$32.50, which is the rate to Unionville. The President admits that the division superintendent has, at the particular request of farmers living near the switch, left cars there to be loaded, charging for them Unionville rates, but if this is to be construed into discrimination or cause for complaint, will see that in future no cars are left there for the purpose. The grades from Udell Spur being favorable the officers of the road had been disposed to accommodate parties living in the vicinity who were desirous of shipping east.

Under the circumstances the Commissioners are of the opinion that the complainant has no cause for complaint, or claim against the Chicago, Rock Island & Pacific Railway for damages.

Des Moines, May 12, 1882.

OTTUMWA IRON WORKS, OTTUMWA, IOWA, <i>Complainant,</i> vs. CHICAGO, ROCK ISLAND & PACIFIC RAIL- WAY COMPANY, <i>Respondent.</i>	} <i>Application for special rates.</i>
---------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------

Filed, April 14, 1882.

OTTUMWA, IOWA, April 18, 1882.

E. G. MORGAN, Esq., *Secretary Railroad Commissioners:*

DEAR SIR—Enclosed we hand you reply just received to our application

for rates. We suppose this is every way right and just as it should be. If you have any suggestions we should be glad to hear from you.

Yours truly,

OTTUMWA IRON WORKS.

By J. T. HACKWORTH.

OFFICE OF THE GENERAL FREIGHT AGENT OF
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY CO.

CHICAGO, April 12, 1882. }

OTTUMWA IRON WORKS, Ottumwa, Iowa:

GENTLEMEN—Replying to yours of 11th for rates on coke, iron, etc., Chicago to Ottumwa, would say that we are not taking freight to Ottumwa from Chicago proper, having abandoned that territory to the Wabash and Chicago, Burlington & Quincy Railroads.

Yours truly,

W. M. SAGE, General Freight Agent.

CHICAGO, April 24, 1882.

MR. E. G. MORGAN, Secretary Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Relying to your favor of the 14th inst., I cannot learn that our freight agents have refused to take freight from Chicago to Ottumwa, or *vice versa*, except in one or two instances where instructions have been misunderstood, but we have refused to name special or reduced rates between the above named points, being well assured that such action would tend to a demoralization of rates at many other points. Our line from Ottumwa to Chicago is twenty-five miles longer *via* Eldon, and fifty-two miles *via* Oskaloosa than the road *via* Burlington, and we have not worked for freight at rates that will afford us no profit. But I will guarantee any shipper can forward by the C. R. I. & P. R'y at the tariff rates as published from time to time by the general freight agent. I inclose copy of a letter from that officer, giving rates to Ottumwa, and stating how the letter to which you refer came to be written. Respectfully yours,

HUGH RIDDLER, President.

CHICAGO, April 22, 1882.

HUGH RIDDLER, Esq., President, Chicago:

DEAR SIR—Herewith I beg to return Mr. Secretary Morgan's letter of April 14th.

During my absence I find a letter was addressed to me by the Ottumwa Iron Works, asking for rates from Chicago to Ottumwa on coal, bar-iron, pig-lead, etc. It was replied to in my name by a clerk who had but recently come into my office, and the reply made by him was not in accordance with our policy. Our published rates, Chicago to Ottumwa are: First class, 75 cents; second class, 65 cents; third class, 55 cents; fourth class, 40 cents. Class A, 35½ cents; class B, 30½ cents; class C, 27½ cents; class D, 25 cents.

The C., B. & Q., being a shorter and more direct route quote: First class, 70 cents; second class, 60 cents; third class, 50 cents, and fourth class, 29 cents. Class A, 34 cents; class B, 29 cents; class C, 24 cents; class D, 24 cents.

This virtually has heretofore given the C. B. & Q. and Wabash the business. Our rates to Ottumwa, however, are no higher than we charge to the station nine miles further west. I regret that my clerk, through inexperience, worded the letter in such a manner as would lead our patrons to infer that we refused the business. We do not refuse the business, but we claim tariff rates, and I have written to the Ottumwa Iron Works explaining the mistake in my letter of April 12th.

Trusting this explanation will be satisfactory to Mr. Morgan, I remain yours truly,

W. M. SAGE, General Freight Agent.

DES MOINES, Iowa, April 26, 1882.

OTTUMWA IRON WORKS, Ottumwa, Iowa:

GENTLEMEN—Referring again to your letter of 13th, in relation to your application for rates on freight over the Chicago, Rock Island & Pacific Railway, the president of the road states that his company never has refused freight from Ottumwa to Chicago; that his line is twenty-five miles longer than the Chicago, Burlington & Quincy Railroad, and giving Ottumwa the same relative rates that he does the other stations on his line, brings his figures slightly greater than those of the other lines.

This the Commissioners suppose the company has a right to do, if the officers think that reducing the rates to that of the shorter lines affords no profit on the business. The president says that the company has always been ready to carry freight at the published tariff rates.

By order of the Board.

E. G. MORGAN, Secretary.

ALBERT ROSA, WAUKON, IOWA, *Complainant,*
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY } *Discrimination.*
COMPANY, *Respondent.*

Filed May 2, 1882.

WAUKON, IOWA, May 1, 1882.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—As a corn shipper from this point to Chicago, I feel grieved by reason of the discrimination in railroad tariff from my competing towns, as follows: Waukon to Chicago, twenty-one cents per 100 pounds; New Albin, seventeen cents per 100 pounds; Lansing, sixteen and one-half cents per 100 pounds. I have positive testimony from reliable men. I make this as a complaint against the Chicago, Milwaukee & St. Paul Railway Company, and would like to have you come and get the evidence as the duties of your office requires. I have shipped forty broad gauge cars shelled corn since February 10th, and expect to ship sixty more before season is over. Two and a half cents per bushel is quite an item on sixty cars. Please write me at your earliest convenience, and I will expect you gentlemen to do your duty without delay. Yours truly,

ALBERT ROSA.

DECISION OF THE COMMISSIONERS.

The Chicago, Milwaukee & St. Paul Railway Company report to us that their rates from "Waukon to Chicago are 26 cents per 100 pounds; New "Albin to Chicago 22 cents per 100 pounds; Lansing to Chicago 22 cents "per 100 pounds; but in order to encourage the movement of coarse grains "they have made a concession of 5 cents per 100 pounds from the above "rates, applicable to all shipments of corn made, as follows: From Waukon "21 cents; New Albin 17; Lansing 17; these rates are in the interest of all "shippers at the points named." From this we understand that all shippers

at each of the three points are treated alike, and that the complaint is for discrimination between localities.

As we understand it New Albin is five miles further from, and Lansing five miles nearer to Chicago than Waukon; that they are both on the main line of what is known as the river road, and at these points the road competes with the Mississippi River for the carriage of grain. Waukon is on a narrow-gauge branch of the road twenty-three miles long, on which there is very little local business, and where the grades are very heavy, the elevation of the town being six hundred feet above the grade at the junction, some of the gradients being more than one hundred feet to the mile. The main line from Waukon Junction north, being very favorable in the line of gradients for the transportation of freight. It is true that the grades are with the freight in this case, but the haulage of cars for the grain up this elevation represents a very considerable expenditure of power.

The Board are of the opinion that, considering the situation, the branch, the grades, and the cost of break of bulk and transfer, that a difference of four cents per 100 pounds is not unjust discrimination; that the actual cost would probably be that much greater than from the more favored points mentioned.

Des Moines, Iowa, May 11, 1882.

WAUKON, IOWA, May 22, 1882.

Railroad Commissioners:

GENTLEMEN—Your decision in the case of A. Rosa against the C. M. & St. P. R'y, on discrimination, came duly to hand, and I would say in reply, I feel there has been a great injustice rendered against myself and Waukon. You speak in your decision of "competing with the Mississippi River, and 600 feet of grade from the Junction to Waukon, and but little "local trade." I will say, in the first place, that Waukon has more railroad business than any other town in northeastern Iowa: viz., 300 cars hogs in a year; 275 cars corn; 175 oats, wheat, merchandise, agricultural implements, and everything in proportion. The cost of transfer on a bushel of corn is not $\frac{1}{4}$ cent per bushel. I do not understand the law and duties of your office—has the Mississippi River or grades to be taken into consideration? The question is, do they charge more from one point on their road than from another? The same distance is traveled to Chicago. Any rational mind ought to know that from $2\frac{1}{2}$ to 3 cents per bushel is discrimination. It is not only destructive and ruinous to Waukon, but to all of its immediate vicinity. I cannot but think that a higher tribunal than your body will alleviate the suffering from this great evil. If your body will not do anything to remove this discrimination, I shall make a lengthy argument and put your decision in some of the leading papers in Iowa and show up to the people what a great nuisance and farce the creation of that body called "Commissioners" is. Why, sir, to show you the injustice of the railroad company, after shipping 45 cars of corn to Chicago, I requested of them a trip pass to Chicago and return, expressly to increase my corn business, and they would not give it to me. There are men in this town that never made the railroad company a dollar, and they have annual passes, but I care little for that. I desire the same rates so I can compete with my neighboring towns, and I have asked it of you, and know you have the power to grant it; and then you say to me in your decision, "we do not think four cents per "100 pounds is discrimination." I am of the opinion that the citizens of this community will raise \$5,000 to test this matter in our tribunals.

I hope you will do me the courtesy to answer this soon, so I shall know in the near future what course the citizens will pursue in the matter.

Yours truly,

ALBERT ROSA.

DES MOINES, Iowa, May 24, 1882.

ALBERT ROSA, Esq., *Waukon, Iowa:*

DEAR SIR—Your letter of May 22d received and contents noted. The Commissioners fear that they were not explicit enough in their decision to enable you to fully get their meaning.

That part of the river road between Waukon Junction and Lansing and New Albin is part of a through line of road from Minneapolis and St. Paul to Chicago, and also to St. Louis. The business of these two towns is assisted in paying cost of operation and interest on cost on that part of the main line by a percentage of the through business both ways. The road from Waukon Junction to Waukon gets almost its entire business from the western terminus, Waukon; the intermediate business being small.

They are pleased to note that the business of this terminus amounts to 750 cars, or an average of $2\frac{1}{2}$ cars per day for 300 days in the year; but large as this business is, there may be some question whether it is sufficient to pay the interest on cost of construction and operating expenses of twenty-three miles of road. As regards the right of Waukon shippers to claim as low rates as are fixed at Lansing or New Albin, on the main line, located at an equal distance from the initial point of the railway in the east, there is a principle, recognized by the State legislature in passing the railroad act of 1874, known as the "Grainger Law," that may be considered with interest. Roads were classified according to earnings, and the road earning the least was permitted to charge the most. Where first-class and fourth-class roads come into competition, the fourth-class road was not prohibited from lowering its rates to enable it to compete at points of conjunction, although at points nearer market than the points where it crossed its more powerful rival, it was by the terms of the law authorized to charge more than for the longer haul from the junction.

Minimum rates have never been established in Iowa. Your main line passing Lansing and New Albin competes with the Mississippi River. If it keeps up its rates it will get no business, as the fourth-class road would have got none when it crossed the first-class road if it had kept up its rates to the legal limit. The lowering of the rates at Lansing and New Albin affects your business at Waukon. The Board can help you in one of two ways, provided their jurisdiction in inter-State hauls is recognized. They can ask the lowering of the rate at Waukon if they are able to show that it is too much for the service, or they can ask the raising of the rate at Lansing and New Albin, which, were it conceded, would bring into prominence a troop of new grievances worse than this one.

Their decision was that the rate was not too high from Waukon, all things considered.

If the conditions were alike at Waukon, Lansing, and New Albin, the Commissioners would insist on like rates for similar shipments. The complaint that a through line in competition with water transportation gives lower rates than you get, is kindred to complaints everywhere on our continent and beyond it. In early days of railroading, the question relative to rates was whether they were below the wagon; later it was, what will the product bear?

The Commissioners inquire into the cost of the service, and in your case think the cost is less on the main line. Had they power to prevent the lowering of rates, they would do injustice to New Albin and Lansing should they try to prevent those points from getting transportation as low as the carrier thinks it can be done for. You say, "I do not understand that the "duties of your office has 'Mississippi River' or 'grades' to be taken into account." "The question is, do they charge more from one point on their "road than from another, the same distance from Chicago?" This is not quite the question, but it is, do they charge more from a point on a branch road than from a point on the main line, the distance being about the same, but other conditions not the same. We think we should consider every factor bearing upon transportation, and in trying to eliminate one evil take care not to call two into existence. If they deny the competition of the main line with the Mississippi River, they refuse it a business that brings money into the general treasury of the company and justifies it in higher general charges to all points. If they decline to consider "grades," they get away from the cost of the service, and abandon a principle that is their only basis of reasoning.

The Commissioners would be pleased to have the question of discrimination in your case reviewed by the courts and also before the broader tribunal of public opinion—through the press, as you suggest. There is much to be learned on this subject, and a full and complete discussion cannot fail to be of value to the people of the State.

By order of the Board,

E. G. MORGAN, *Secretary.*

N. B. MOORE, CLARINDA, IOWA, *Complainant,*
vs.
CHICAGO, BURLINGTON & QUINCY RAIL-
ROAD COMPANY, *Respondent.* } *Failure to comply with*
} *section 1288, Code of*
} *1873.*

Filed, May 5, 1882.

CLARINDA, IOWA, April 18, 1882.

HON. A. R. ANDERSON:

DEAR SIR—I desire to call the attention of the Railroad Commissioners to a matter, hoping through them to get the question settled. The Nodaway Valley branch of the Chicago, Burlington & Quincy Railroad, running south

from Clarinda, crosses a public highway running east and west on the line dividing section 18, in township 67, range 36 west, Page county. When the railroad was built this highway had not been established; but since the construction of the railroad the highway has been established and opened. The railroad company refuses to put in a crossing and cattle-guards. The road is a very important one to a large section of the country; it crosses the Nodaway, which has been well bridged. There is no way to cross except on this bridge, except by going south three or north four miles. The crossing is one mile west of Morsman, and a large amount of travel so far, by sufferance of myself and Mr. Henry Kunkel, who owned the land through which both the highway and the railroad runs, the travel has gone through our farms, with opening and closing of gates. This has been suffered now for two years, and we cannot afford to watch gates, etc.

I do not believe that the position of the railroad is well taken, that, as the highway has been established since the railroad was constructed, they are under no obligations, etc.

I think if you will call their attention to the matter they will build it. If they will not, and the roadmaster has the crossing and cattle guards built can the cost be recovered? Please let me hear from you.

Yours truly,

N. B. MOORE.

P. S. I write at the instance of road supervisor, township trustees, and for myself.

N. B. M.

[A copy of this complaint was sent to Thos. J. Potter, general manager Chicago, Burlington & Quincy Railroad Company, on May 5th, who replied that he would have the matter investigated immediately.]

CHICAGO, May 13, 1882.

E. G. MORGAN, Esq., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Referring to yours of the 5th inst., with copy of communication from N. B. Moore, of Clarinda, Iowa, about a crossing being established on our Nodaway Valley Branch, in Sec. 18, Tp. 67, R. 36 west, will say: Our superintendent of the Iowa Division reports that the matter has been under investigation, and says he finds the crossing was located some time ago but never opened. He has now given directions to have the crossing put in as early as possible.

Yours, truly,

T. J. POTTER, *3d V. P. and Gen. Man.*

[May 16th the substance of Mr. Potter's letter was sent to Mr. Moore at Clarinda, and on July 19th the Secretary again wrote to Mr. Moore asking if the crossing was put in, and on July 22d Mr. Moore sent the following reply:]

CLARINDA, IOWA, July 22, 1882.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Your favor of the 19th received, making inquiry whether crossing in 18, 67, 36, had been put in. It has not. The road hauled some dirt and unloaded, but have not placed it. There is also a large ditch on each side of the road, made by the road in throwing up dirt for the track, that cannot be crossed. When the railroad was constructed a cattle-guard was made; this is in the highway in the center of it, and the earth unloaded filled this up so that my pastures are thrown open, and I am powerless to remedy it, and it is compelling me to herd my cattle in my own pasture; that is there are no cattle-guards and the stock can go into the highway at any time, unless I guard the gap—100 feet wide. I could build the fence but

HAYES vs. THE CHICAGO ROCK ISLAND & PACIFIC R'Y CO. 489

I cannot fence the track. The parties on the other side are suffering the same inconvenience. I am now at an expense of a man to herd, by reason of it. I trust you will understand the situation. The highway is on the line and takes thirty feet each side. When the railroad was built, all that was necessary was the cattle guard which they put in. The opening of the highway rendered two guards necessary. They have not built these guards and one they have filled up, so I cannot remedy the fencing in any way.

Yours truly,
N. B. MOORE.

[On July 25th a copy of the preceding letter of Mr. Moore, was sent to General Manager Potter, asking why the matter had not been attended to. August 7th Mr. Potter wrote the Board that he was at first mistaken about the crossing, but that the crossing had now been changed as Mr. Moore desired, and that the latter had expressed his approval of the same. On August 12th, Mr. Moore wrote the Secretary that the matter was now satisfactorily arranged, which closed the case.]

MICHAEL HAYES, WASHINGTON, IOWA, *Complainant*,
vs.
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, *Respondent*. } *Discrimination.*

Filed, May 8, 1882.

WASHINGTON, IOWA, May 5, 1882.

To the Hon. Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—I am the owner of a warehouse in this city and was engaged in buying and shipping grain, and doing a general forwarding business. There were then, and are now, two other establishments shipping grain from this city. The Chicago, Rock Island & Pacific Railway Company being the only company that own a road here refused to let me have cars to ship grain in, and, also, refuse to let any cars be loaded at my house by other parties, thus discriminating against myself and patrons, and in favor of the other shippers. No cause has ever been assigned why I should not load cars at my house, except that when cars were loading or standing in front of my house they were in the way of the other two houses that were in the rear of those at my place. I have suffered a severe loss of money as well as having my business destroyed and my house standing idle, by the injustice of the railroad company. Can you suggest or point out a remedy for me?

Yours truly,
MICHAEL HAYES.

DES MOINES, IOWA, May 10, 1882.

MICHAEL HAYES, Esq., Washington, Iowa:

DEAR SIR—I am in receipt of your favor of the 5th, complaining that the C. R. I. & P. R'y Co., have discriminated against you by refusing to furnish you cars for shipping grain, and also in permitting cars to be loaded at your house by other parties. A copy of your letter has been sent to the president of the C. R. I. & P. R'y Co., and as soon as his answer is returned the Commissioners will write you.

Very respectfully yours,

E. G. MORGAN, *Secretary.*

DES MOINES, Iowa, May 11, 1882.

HUGH RIDDELL, Esq., Pres't C. R. I. & P. R'y Co., Chicago, Illinois:

DEAR SIR—A complaint, of which the following is a copy, has been received by the Board, and is forwarded to you for examination and such explanation as your company may see fit to offer. [Here was inclosed a copy of Mr. Hayes' complaint.]

Very respectfully yours,

E. G. MORGAN, Secretary.

CHICAGO, May 19, 1882.

E. G. MORGAN, Secretary R. R. Commissioners, Des Moines, Iowa:

DEAR SIR—The inclosed correspondence submitted herewith has reference to complaint of Michael Hayes, sent from your office May 11th. Mr. Harvey has been the agent of this company at Washington for fifteen years or more, and is entirely reliable and truthful.

The building referred to I have seen during the present week. It is a rough board shanty-like enclosure black with age and totally unfit for the storage of grain, in short not worth \$50, and I confess to some impatience when I think of the valuable time lost in investigating a claim like this, which is not founded on truth or reason.

Respectfully yours,

HUGH RIDDELL, President.

WASHINGTON, Iowa, May 16, 1882.

G. F. WALKER, Esq., Superintendent:

DEAR SIR—In reply to your inquiry regarding the subject of the accompanying letter, would say, that Mr. Hayes' "Warehouse" is an old dilapidated board building, which appears to me to be ready to fall down on the slightest provocation. It stands immediately east from Mr. Blair's elevator, and is used at present partly as a carpenter shop and partly as a store-house. Some years ago it was used as a commission store-house, the lessees taking our unclaimed freight in store, and if I recollect aright dealing in grain in a small way. They subsequently gave up the business, it proving to be unprofitable. Since then it has been used occasionally by our regular elevator men as a store-house for grass seed, etc., and also as a carpenter shop. Some years ago some parties, I do not recollect who, desired to rent for the purpose of dealing in grain, and asked if we could furnish cars at the building. On referring the matter to Mr. Kimball, who was at that time superintendent of this division, he said that he did not wish to encourage the building of a lot of small houses which the owners might call elevators, and expect the company to build side-tracks to and furnish cars at them, but preferred that established elevators should do the business, as there was capacity enough among them to handle all the grain offered. I make this statement from memory, and as several years have passed since, I may be at fault verbally, but believe the spirit of it to be correct. Since then there has been no application made for cars to be furnished to do a regular business, but occasionally parties having goods stored there, requested a car put there to load in, and with such request we have invariably complied. Mr. Hayes cannot justly complain of the building standing empty, as he has had several opportunities to rent it to men doing business here and which offers he has refused.

The building is so situated that two cars will barely stand between it and the frog on main track, and on one occasion cars after being loaded were pushed east so as to obstruct it. In conclusion, I would say that Mr. Hayes is one of those men—happily few—who think that railroads are a curse to

the country, and that the world and its inhabitants would be much better without them. Still he seems to want some cars.

I am respectfully yours,

A. HARVEY, *Agent.*

P. S.—Mr. Hayes is a farmer, does not live in town, and has never been engaged in the grain business personally to my knowledge.

A. H.

WASHINGTON, IOWA, May 17, 1882.

G. F. WALKER, ESQ., *Superintendent:*

DEAR SIR—Since writing you yesterday relative to Mr. Hayes's warehouse, it has been recalled to my memory that on the occasion of Mr. Kimball's conversation referred to in my letter, he offered to furnish cars at the building, if they would move it fifty feet further west or pay the expense of extending the track further east, so as to make it safe in placing cars there.

Respectfully yours,

A. HARVEY, *Agent.*

TRENTON, May 17, 1882.

A. HARVEY, *Agent, Washington, Iowa:*

DEAR SIR—Your letter herewith is full, interesting, and doubtless true, still I am compelled to ask, has Mr. Hayes, having grain in his building to ship, asked for cars and been refused?

Yours truly,

GEO. F. WALKER.

WASHINGTON, IOWA, May 17, 1882.

GEO. F. WALKER, ESQ., *Superintendent:*

DEAR SIR—No, sir! there is no grain in his building now, nor has there been for years, that I am aware of; and at any time that there was grain in it for shipment we have furnished cars for its shipment. This matter has been stirred up by Mr. Frank Martin, who is a son-in-law of Mr. Hayes, and lately a section foreman for this company. He proposes, I understand, using the warehouse and dealing in grain, etc., in a small way, provided he can be assured of being supplied with cars at the building when he wants them, and has taken this means to attain his ends. He has made no request from me, or in fact has he spoken to me at all in relation to the matter. I learn the above from other parties.

I am respectfully yours,

A. HARVEY, *Agent.*

DES MOINES, IOWA, May 24, 1882.

MICHAEL HAYES, ESQ., *Washington, Iowa:*

DEAR SIR—The Commissioners understand you to assert in your complaint that, having grain in your building to ship, you have asked the Chicago, Rock Island & Pacific Railway Company for cars to ship it in, and have been refused.

The company denies this point blank, and positively, and further say that "there is no grain in your building now, nor has there been for years that "they are aware of, and at any time there was grain in it for shipment, they "have furnished the cars for its shipment."

Please furnish the Board proof, by affidavit or otherwise, of the truth of your statement, and fortify your position thoroughly, as the Board will give the company an opportunity to rebut your evidence.

By order of the Board,

E. G. MORGAN, *Secretary.*

WASHINGTON, IOWA, May 26, 1882.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Yours of 24th inst. received. Will forward to you evidence in detail soon as I can do so,—the wet weather prevents my getting around.

Yours truly,

M. HAYES.

WASHINGTON, IOWA, May 29, 1882.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Mr. M. Hayes has just handed me your reply of the 24th inst. to his letter of the 5th inst., and he requests us to write you the facts which he can establish by proof against the Chicago, Rock Island & Pacific Railway Company.

That he owns a warehouse and grain-house along the track of the railroad, and has owned it for seventeen years. That up to about 1871, shipments were made from his house on that road, the company furnishing cars at the platform of the house for that purpose; that since that time (1871) the company has refused to furnish cars at the house for the purpose of shipping therefrom, though their track runs alongside the same to the other grain-houses. That it is true there is no grain in the house and has not been for some years, for the reason that the company refused to furnish cars to ship the same with, and he was compelled to shut up the house, as it was not so that it could be used for other purposes; that he and others to whom he has at times rented the house have applied for cars at different times, but have been refused. That some time in 1880 he made arrangements with S. M. Lewis to occupy the house as a grain and warehouse, and he (Lewis) applied for cars at that time, and was refused, and he was obliged to abandon the house and throw up the lease. That he has had repeated opportunities to lease the house, and could have done so on favorable terms from 1871, but when it was learned no cars could be had at the house the parties declined to take it. That there has been no grain or goods in the house because no shipments could be made from it. The railroad track runs by the house to the other grain-houses and near enough to ship from the platform of the house. The company has claimed that the switch thus running by his house belonged to the proprietor of the other house, but it runs on the company's right of way.

All these matters can be established by proof, and Mr. Hayes wishes to know if under these facts, when proven, you can afford him the relief he has failed to get from the railroad company.

Respectfully yours,

H. & W. SCOFIELD.

DES MOINES, IOWA, May 31, 1882.

MESSRS. H. & W. SCOFIELD, *Washington, Iowa:*

Your letter of the 29th, in reference to Mr. Hayes's complaint with regard to warehouse on the side track at Washington, is received. From the tenor of your letter the Commissioners infer that no grain has been offered the

railway company for shipment from this warehouse since 1871. The company emphatically deny that they have ever refused to furnish cars to the owner or occupant of the warehouse when solicited for the purpose of loading grain in them.

The Commissioners hesitate to investigate a violation of law that dates back to a period seven years before the passage of the act creating the Board. If Mr. Hayes wishes to test this matter, they would suggest that he put grain in the house and ask for cars, and if refused, the Commissioners will endeavor to have the law complied with.

If the Commissioners are mistaken, and Mr. Lewis did offer the company grain for shipment and was refused cars, please establish this by affidavit or such other proof as you deem best, and they will give the matter immediate attention.

Very respectfully,

E. G. MORGAN, *Secretary.*

[No reply has been received to this letter.—Sec.]

S. K. BELLAMY & SONS, KNOXVILLE, IOWA,
Complainants,
vs.
VARIOUS RAILWAY LINES. } *Discrimination.*

Filed May 9, 1882.

The following letter on behalf of the Board was written regarding the cut rates that existed during the summer of 1882, at Des Moines. The Board treat the subject more fully in their report to the Governor. [Secretary.]

DES MOINES, IOWA, May 12, 1882.

MESSRS. S. K. BELLAMY & SONS, *Knoxville, Iowa:*

Your representations to the Board of Railroad Commissioners that your business as lumber dealers at Knoxville is seriously interfered with by the unusually low rates at Des Moines, are kindred to a class of cases under consideration. You are injured by rates at a competing point so low that you cannot ask the Chicago, Rock Island & Pacific Railway or the Chicago, Burlington & Quincy Railroad that haul for you to compete with them, as the rates you pay are reasonable. The evil in your case could only be prevented by the establishment of minimum rates, a proposition that is vigorously thrusting itself on the attention of all who make a study of transportation.

As we understand the law, congressional action is necessary to regulate the carriage of lumber from points outside of the State to points in Iowa. We do not hesitate, however, to remonstrate with a railroad company that charges too much on inter-State hauls, and are usually successful, but it is

a startling proposition to demand an increase—the only thing that would bring you relief in this case.

The extension of railroads is raising the same questions regarding Iowa merchants that brought about concurrent action among railroad companies east of the lakes. To prevent this very class of annoyances concurrent action through central boards of control have failed in regard to Eastern roads, and it is proposed by those boards to get federal sanction of their agreements.

Your complaint admonishes us that the volume of Iowa business has brought west the evils that affect merchants in the east, calling loudly for the interference both of State and federal power, the one relative to local, the other to inter-State commerce.

This Board will inquire into the condition of the present quarrel that causes the cut rates at Des Moines, injuring your business, and do all in its power to bring relief.

JAMES WILSON,
for the Commissioners.

J. L. BUDD, AMES, IOWA, *Complainant,*
vs.
CHICAGO & NORTHWESTERN RAILWAY } *Railway management.*
COMPANY, *Respondent.*

Filed May 12, 1882.

AMES, IOWA, May 9, 1882.

HON. JAMES WILSON:

MY DEAR SIR—Permit me to call your attention to a serious question relative to railway management.

Trees are perishable products. Knowing this the companies require freight to be guaranteed and the rates are double first class. If in bundles they are fixed I think still higher, yet they are just as subject to delay as stone or other imperishable products. Annually it gets worse, I sent out very many bundles of valuable experimental trees the current spring. In going to varied points in the State they averaged fourteen days to reach their destination, usually from fifty to one hundred miles. I have now before me a letter from W. J. Newell, of Pattersonville, Sioux county, I shipped him a very valuable collection of trees for experimental orchard, April 11, 1882. The bundle reached him April 29th. He visited the station from his farm a great number of times, and was there when they came in April 29th. I could give a hundred such cases. I find that the officials have no instructions in regard to perishable products, except in the case of stock. Could not a change be made.

Yours with respect,

J. L. BUDD.

P. S.—This subject has been discussed in our horticultural societies for years past.

This letter was acknowledged May 12th, and on the same day the following was sent:

MARVIN HUGHITT, Esq., *General Manager C. & N. W. R'y, Chicago, Ill.*:

DEAR SIR—A communication, of which the following is a copy, has been received at this office, and I am instructed by the Commissioners to forward to you, that you may have the same investigated and report to them the cause of long delay mentioned therein.

By order of the Board,

E. G. MORGAN, *Secretary.*

[With this was enclosed a copy of the complaint.]

CHICAGO, ILL., May 19, 1882.

DEAR SIR—I am to-day in receipt of your letter of the 12th instant, embodying a general complaint of delays in the transportation of trees and nursery stock, by Mr. J. L. Budd, of Ames, Iowa. His complaint is so general in its character that there is little to investigate with a view to applying a remedy for the fault, if found to exist on our line of road. In the shipment especially referred to, to Patterson, on another line of railroad, I will cause an investigation to be made with the view of locating the detention. We aim to give all freight prompt dispatch, especially if it is of a perishable character.

Very truly,

M. HUGHITT.

MR. E. G. MORGAN, *Secretary Board of Railroad Commissioners, Des Moines, Iowa.*

CHICAGO, May 29, 1882.

E. G. MORGAN, *Secretary, etc., Des Moines:*

DEAR SIR—We find, on investigation, that the bundle of trees referred to in complaint of J. L. Budd, May 8th, was received by the Chicago & Northwestern Railway Co., on Wednesday, April 12th, and delivered to the Sioux City & Pacific Railroad Company, at Missouri Valley, on the morning of the 15th of April.

Yours truly,

M. HUGHITT.

DES MOINES, IOWA, June 1, 1882.

P. E. HALL, Esq., *Gen'l Man. S. C. & P. R. R. Co., Cedar Rapids, Iowa:*

DEAR SIR—There is now on file in this office the complaint of J. L. Budd, of Ames, Iowa, stating "that on the 11th of April last, he shipped to W. J. Newell, of Pattersonville, Sioux Co., Iowa, a valuable collection of orchard "trees; that they reached him April 29th, as Mr. Newell was at the depot "when they came in." He further says that he can give a hundred such cases. General Manager Hughitt, of the C. & N. W. R'y, has caused an investigation of the shipment over his road, and reports that the bundle of trees referred to were received by his company April 12th, and delivered to the S. C. & P. R. R. Co., on the morning of April 15th.

The Commissioners request that you trace them, and report when and to whom you delivered them.

Very respectfully,

E. G. MORGAN, *Secretary.*

CEDAR RAPIDS, IOWA, June 21, 1882.

E. G. MORGAN, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—I have investigated the matter of the complaint from J. L. Budd, stated in yours of June 1st, in regard to a bundle of fruit trees. So far as our line is concerned the facts are these: The trees were offered to us (but not delivered) on April 15th, 1882. Our company refused to receive these trees because the charges were neither guaranteed nor prepaid—this being the usual practice with our line, and all other railroads as far as I know, in regard to perishable property or property of uncertain value.

On the 19th of April the Chicago & Northwestern Railway guaranteed the charges, and on that day we received the bundle and forwarded it to Sioux City—on the 20th delivered the same to the Milwaukee & St. Paul Railway for transportation to destination.

Very truly yours,

P. E. HALL, *General Manager.*

DES MOINES, IOWA, June 22, 1882.

S. S. MERRILL, Esq., General Manager C., M. & St. P. Ry, Milwaukee, Wis.:

DEAR SIR—There is now on file in this office the complaint of J. L. Budd, of Ames, Iowa, stating "that on the 11th of April last he shipped to W. J. Newell, of Pattersonville, Sioux Co., Iowa, a valuable collection of orchard "trees; that they reached him April 29th, as Newell was at the depot when "they came in." He further says that he can give a hundred such cases.

The Commissioners have traced the bundle of trees from the C. & N. W. Ry to the S. C. & P. R. R., and from them to your road, and find they were delivered by the S. C. & P. R. R., to your company on the 20th of April at Sioux City, and they arrived at Pattersonville on the 29th, as stated by complainant.

If this is true is it not an unreasonable delay in the shipment of perishable property for which the railways charge double first-class rates? Please examine this case and report.

By order of the Board,

E. G. MORGAN, *Secretary.*

MILWAUKEE, Wis., July 6, 1882.

E. G. MORGAN, Esq., Secretary, Des Moines, Iowa:

DEAR SIR—Yours of the 22d to Mr. Merrill, our general manager, has been referred to me for attention. The matter of J. L. Budd's complaint has been thoroughly investigated. We find that the bundle of trees was forwarded from Sioux City to Pattersonville on the morning of April 21, and that it reached Pattersonville the next day, the 22d, and was there unloaded ready for delivery.

It is customary with all railroad agents to notify consignee of the arrival of freight; though the law does not require us to do this, it is the business of a consignee expecting goods, to be ready to receive them on landing.

There is certainly some mistake about Mr. Newell's statement that the trees did not reach Pattersonville until April 29th, and that he was present when they arrived.

With regard to Mr. Budd's general complaint, I will say that the shipment of trees or nursery stock is always attended with more or less risk of losses

by delay. It is a little singular that shippers who are so well aware of this, do not profit by experience and ship their freight by express.

We do the very best we can in handling small packages of this character. We do not as you well know, undertake to guarantee especially fast time on any commodity. Knowing as well as we do the liability to delay from accidents, we could not afford to undertake to guarantee special deliveries.

It is true that delays sometimes occur, and they are vexatious when they happen to be connected with perishable freight, as much so to us as to the owners of property.

I am very glad that Mr. Budd has given us an opportunity to point out to you in this case at least, just what a great many of these complaints amount to. The carrier has done his whole duty in this particular case, and the fault, if any, rests with Mr. Budd's consignee, so far as the evidence in our possession shows.

It will afford me pleasure to investigate every case of complaint that Mr. Budd has to make, and I hope that in future he will not allow an hundred cases or less, to pass unnoticed, but give us his complaints in the order that they arise. Unless this is done by our patrons we cannot of course, provide proper remedies.

Yours truly,
GEO. OLDS, *General Freight Agent.*

The Commissioners regret that this case failed, the facts not sustaining the complaint, as there are some questions arising in the transportation of trees and similar perishable property, where the rights and duties of the shipper and carrier should be more clearly defined than they seem to be.

MARSHALL & SON, CHARITON, IOWA, *Complainants,* }
vs. }
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent.* } Damages.

Filed, May 25, 1882.

CHARITON, IOWA, May 22, 1882.

To the Honorable Board of Railroad Commissioners of Iowa:

GENTLEMEN—We present the following bill for loss and damage and statement of facts for your consideration, and for such action in the premises as may come within your jurisdiction.

On the 15th of June, 1881, and from that date until the 20th day of July, 1881, we delivered for shipment by refrigerator car to the Chicago, Burlington & Quincy Railroad Company, at Chariton, Iowa, four thousand three hundred and eighty-three (4,383) pounds of creamery butter. Said butter was of best quality in good condition and in good sound packages when delivered. The delivery was made as to time, and in accordance with the advertised time of said company to meet the refrigerator car at Chariton.

These several lots of butter were consigned to Roberts, Call & Company, of Boston, Mass., and in care of the Star Union Line at Chicago. These several lots of butter arrived in Boston in a damaged condition, and from the inclosed copy of a letter from Mr. Chandler, it appears that the damage occurred while the butter was in the care of the Chicago, Burlington & Quincy Railroad Company.

We have further proof that the Chicago, Burlington & Quincy Railroad Company is responsible for said damage, in the fact their refrigerator cars were often from ten to twelve hours behind time at Chariton, and that too, when the temperature was up among the ninety degrees. During these delays our butter set in the depot unprotected for hours, which melted and ruined it before it ever left their depot at Chariton.

Messrs. Roberts, Call & Company informed us that had our butter not been damaged on the road, it would have sold for from twenty-three to twenty-four cents per pound, whereas it sold at from fifteen to twenty cents, and by reason of its having been melted and slopped out of the tubs it shrank in weight 123 pounds. We charge the difference in price and shrinkage up to the railroad company, as follows:

Depreciation on return of sales of 1,712 pounds, at 3 cents.....	\$ 51.86
Depreciation on return of sales of 1,898 pounds, at 8 cents.....	161.84
Depreciation on return of sales of 650 pounds, at 5 cents.....	32.50
Shrinkage in weight of 123 pounds, at 28 cents.....	28.29
 Total loss to us.....	 <u>\$ 273.99</u>

Which makes two hundred and seventy-three dollars and ninety-nine cents of loss which we ask the Chicago, Burlington & Quincy Railway Company to pay.

In this bill we are simply asking just what our butter would have brought us if not damaged in shipping. The inclosed copy of Chandler's letter is in reply to a demand made on the Star Union Line, by the Chicago, Burlington & Quincy Railroad Company, and a few extracts from letters of Messrs. Roberts, Call & Company.

Very truly yours,

MARSHALL & SON.

[Copy.]

December 5, 1881. "Claim MARSHALL & SON."

E. P. RIPLEY, Esq., G. F. A., C., B. & Q. R. R.:

DEAR SIR—We herewith return papers in claim of Marshall & Son for damages to butter by heat while in transit from Chariton to Chicago, and wish to call your attention to the following facts: In statement of claimant you will find that your refrigerator car which is run for the transportation of this class of property, was delayed in one instance from six to twelve hours, and the property was thereby obliged to lay in your depot at Chariton until the arrival of the car, and at a time when the thermometer registered 100 degrees. You will also note that agent Slack's letter of October 12th, states that, "this car was not on number 8, on two or three occasions." The translation of which means that shipments of perishable freight were each time delayed until arrival of car on some other train.

One of these lots arrived in Chicago on July 5th, and as that was a holiday—the 4th coming on Sunday—there was no delivery made until July 6th, and you will note from copies of your expense bills attached, that these shipments with one exception (the shipment referred to was our first and reached Boston in good condition, and is not in our claim. Marshall & Son) were delivered to us in a damaged and heated condition. From the report of the weather bureau we find the temperature on the days in question, was as follows: July 5th, 70 to 92 degrees; July 6th, 68 to 83 degrees; July 16, 71 to 84 degrees; July 18th, 77 to 61 degrees; July 23d, 77 to 76 degrees; July 25th, 79 to 63 degrees.

There was also a rain of over two hours on July 6th, and as the weather was extremely cool for the season of the year, and the transfer wagons provided with covers, there was no possibility of damage during the short haul from your freight house to our depot. As further evidence of this statement we received by the *same trains* and *same loads* shipments of perishable property consigned to various parties in the east, *which were delivered to us in good order*, and were transported by us and delivered in good order at destination, a fact in itself that shows that the damage to property in question *occurred west of Chicago*. Upon receipt of these shipments at our depot, the packages were examined and received for in bad order, and receipts of drivers you refer to, are only slip receipts signed for so many packages and are not a receipt for the *condition* of the property. These shipments were loaded in the best refrigerator cars, fully iced and went

through from Chicago in good time, and as no part of said damage occurred on our line, we decline to participate in the payment of this claim or any portion of it, for the good reasons given herein.

Yours truly,

W. W. CHANDLER.

EXTRACTS FROM MESSRS. ROBERTS, CALL & CO'S CORRESPONDENCE.

JUNE 30, 1881.

"We have not been able to place the second lot of butter yet, it is in such bad shape."

AUGUST 1, 1881.

"The fifteen tub lot which is just in, is in as bad condition as the other lots. It is too bad to have butter ruined just by the niggardly policy of your western roads * * *. The fall short, on weights, is on account of the butter being spilled out of tubs."

AUGUST, 1881.

"Butter would have sold for twenty-three and twenty-four cents if it had not been melted."

The foregoing complaint was received, filed, and acknowledged, May 25, 1882, and on same day a copy was mailed General Manager Potter, of the C. B. & Q. R. R., at Chicago, with a request that it be investigated at once, and a report made to the Commissioners. His reply was as follows:

CHICAGO, ILL., May 27, 1882.

E. G. MORGAN, Esq., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I have your favor of the 25th inst., in regard to complaint made by Marshall & Son, of Chariton, for damages on shipment of butter from Chariton to Boston.

We do not think this is a just claim, or that we ought to pay any portion of it.

The delay in getting a decision in this matter is on account of our freight department trying to ascertain if any damage occurred east of Chicago, and if so, whether eastern lines would pay anything, and the papers have been traveling about all winter for that purpose.

It is true that we advertised to run a refrigerator car on certain trains on the Iowa Division, but because the car failed to connect sometimes, or was late, is not a good reason for the claim; no shipper was justified in putting his butter into a hot freight house and not looking after it. Moreover, the butter was hauled through the streets of Chicago in wagons with the thermometer at 90 degrees and over.

Our agent in Chicago, makes the following statement: "There is one thing that Mr. Chandler seems to lose sight of, or ignore entirely, and on which this whole claim depends as I think—the time consumed by butter remaining in C. B. & Q. freight house, after being unloaded before being called for by Star Union teams, and who are at all times notified by telegraph; the time butter is on the teams in the street in the middle of the day in hot summer weather, and the time consumed after butter gets to Star Union Depot before it gets into refrigerator cars, and the fact that we hold these drivers receipts for these same lots of butter delivered to them in good order."

We do not deny but what there was some delay in handling this produce at Chariton, but I believe the law would not hold us responsible for delays that could not well be prevented. Our passenger trains are sometimes late at Chariton, and if Mr. Marshall's claim is good, then every passenger who

is delayed at Chariton, or any other point, would have as good claim for a bill of damages.

We have no desire to quibble or in any other way try to get out of paying just claims, but in this case we think there is no liability, or any good reason why we should pay it.

If the Commissioners are not satisfied with this explanation, I shall be glad to discuss the matter further if necessary.

Yours truly,

T. J. POTTER.

DES MOINES, IOWA, June 1, 1882.

THOS. J. POTTER, Esq., *General Manager C., B. & Q. R. R., Chicago, Ill.:*

DEAR SIR—In your letter of May 27th you say: "That it is true that we "advertise to run a refrigerator car on certain trains on the Iowa Division, "but because the car fails to connect sometimes or was late, is not a good "reason for the claim. No shipper was justified in putting his butter in a "hot freight house and not looking after it."

The Commissioners are under the impression that there is a very grave question underlying this statement, that is, how far the company are liable for perishable property after advertising special cars running at stated times for moving it with safety, and for which high rates are properly charged, unless some provision is made at the station by which the freight can be protected from injury. The same question may possibly be raised in the case of delayed passenger trains as you suggest.

The Commissioners do not now refer to the measure of damages in either case, but would respectfully ask you to have your attorneys refer them to any text-books that treat on this matter, or any decisions involving principles that would cover both cases which they regard as analogous. If they are correctly informed the line of decisions do not fully agree with the position you assume.

By order of the Board,

E. G. MORGAN, *Secretary.*

CHICAGO, ILL., June 9, 1882.

E. G. MORGAN, Esq., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Your favor of the 1st inst., about Commissioners not being satisfied as to the question of liability for perishable property after advertising special cars running at stated times, at hand.

I am advised that it is the general rule of law that a common carrier is not obliged to furnish extraordinary facilities for the preservation of property intrusted to it for transportation, for were the rule otherwise, there would be no limit to which demands would be made for facilities of all kinds. Should we refuse to receive property until it could be loaded and sent forward, great hardship to shippers would result. A shipper of perishable property is supposed to know the condition of the carrier's warehouse into which he puts his property to await the loading and departure of the train. The company is responsible only for reasonable diligence in running its trains, and although advertising to arrive at stations at a given time, is not liable for damages occasioned by reasonable delay of the trains. The circular referred to does not constitute a special contract with the shipper. Under the rule of law requiring the carrier to receive and deliver

goods at stated times, the shipper takes the chances of reasonable delays, which may be long enough to cause perishable freight to spoil. It is well settled in law that a passenger can maintain an action against a common carrier for unreasonable delay in the movement of a train, and the same rule of law holds good in the case of freight trains, but the common carrier will be held only to reasonable diligence in the moving of its trains; therefore, I am led to the conclusion that we are not obliged to furnish extraordinary facilities at our stations for the safety of perishable property until we can forward it.

The following cases are cited as bearing upon the rules above stated. Hutchinson on Carriers, section 328; Delaware Reports, Vol. 3, pages 178 and 123; *Vail v. Railroad Company*, 63 Mo., 230; *Wolf v. Railroad Company*, 43 Mo., 421; 1st Hilton, N. Y. Sup't Ct., 235.

The Commissioners speak of our properly charging higher rates on this perishable property. The fact of the matter is, refrigerator cars were run last year and iced at our expense at the same rate charged as if property was shipped in ordinary cars. The furnishing of refrigerator cars supplied with ice was a voluntary act upon our part, for which we received no extra compensation.

Yours truly,

T. J. POTTER.

CHARITON, IOWA, June 13, 1882.

Honorable Railroad Commissioners:

GENTLEMEN—We sent you sometime ago our claim against the Chicago, Burlington & Quincy Railroad Company for damages. We would like to know how you progress with the case. As an example of how their employes do business, their refrigerator car which passed through here going east last Wednesday, June 7th, on which we wished to ship, had only three (3) small chunks of ice in the boxes, one at one end and two at the other. These blocks of ice had been put in we suppose at Creston to keep the car cold to Ottumwa. The thermometer was up to about 75 or 80 degrees. Now such icing of cars will not keep butter.

Very truly yours,

MARSHALL & SON.

DES MOINES, IOWA, June 14, 1882.

MESSRS. MARSHALL & SON, *Chariton, Iowa*:

GENTLEMEN—Your letter of the 13th received and contents noted. The subject of your complaint is being considered by the Board. Many questions arise in the treatment of this case that may involve consequences a great way beyond the case before them, and they propose if possible to make no mistake in the determination.

Please inform the Board whether the rates on refrigerator cars, for butter, eggs, or other perishable property, is higher than for the same property shipped in other cars.

Very respectfully,

E. G. MORGAN, *Secretary*.

CHARITON, IOWA, June 16, 1882.

E. G. MORGAN, *Secretary*:

DEAR SIR—Yours of the 14th inst. is at hand. The rate on butter is the same on all cars. It is rated second class and is 75 cents per hundred pounds from Chariton to Chicago. They put the rate up just as high as it will bear and prevent shipping by express.

We are aware that this is a peculiar case, and may be important as a precedent. But we think the main question is—is the railroad company liable for the damage? if they are, it seems to us that the case is one for the Board. It comes within the Iowa law, and within the jurisdiction of the courts. As to their liability: they hold out inducements to shippers, advertise to run refrigerator cars on certain days. They furnish their schedule of time to the shipper, and say they will be at a certain time at such and such stations. Shippers are induced by these offers on the part of the company to deliver on time at their depots perishable articles, eggs, butter, meat, etc., that they would not entrust to the hazards of common cars, or run the risk of shipping by common freight.

Instead of the refrigerator car being on time as scheduled, it is hours behind in the hottest weather. They receive these perishable articles and make us believe that they will go on the time scheduled. They do not notify us of any delay or of any danger. Besides they do not keep the refrigerator car cold, as the Star Union Company it seems found the butter in bad condition on its arrival at their depot. But the main, and probably all the damage was done here in the depot. Some of the butter remained from 12 o'clock at noon to about midnight—12 hours—in hottest days of July. No after care would remedy the damage, and little could be done to make it worse.

Very truly yours,

MARSHALL & SON.

DES MOINES, IOWA, June 14, 1882.

THOS. J. POTTER, Esq., *Gen. Man. C., B. & Q. R. R., Chicago, Ill.*:

DEAR SIR—In a letter received from Marshall & Son, of Chariton, dated yesterday, they say, speaking of the C., B. & Q. road: "As an example of "how their employes do business: their refrigerator car which passed "through here going east last Wednesday, on which we wished to ship, had "only three small chunks of ice in the boxes, one at one end and two at the "other. These blocks of ice had been put in, we suppose, at Creston, to "keep the car cold to Ottumwa. The thermometer was up to 75 or 80 de- "gress. Now such icing of cars will not keep butter."

While this is not specially pertinent to the case before them, the Commissioners would be pleased to know whether this statement is true or not.

Very respectfully,

E. G. MORGAN, *Secretary.*

DES MOINES, IOWA, June 15, 1882.

MESSRS. MARSHALL & SON, *Chariton, Iowa:*

GENTLEMEN—Will you please inform the Board whether you were notified when you delivered the butter that is the subject of investigation, that the train was delayed, and the length of time it was behind. What the Commissioners wish to learn is, whether you had such notice of the delay that you might have taken care of the butter.

Very respectfully,

E. G. MORGAN, *Secretary.*

MARSHALL vs. CHICAGO, BURLINGTON & QUINCY R. R. CO. 503

CHARITON, IOWA, June 17, 1882.

E. G. MORGAN, *Secretary*:

DEAR SIR—Yours of the 15th is just at hand. We were not notified of the delay of the car at any time, but were directed by the agent to have our butter at the depot promptly at 11 o'clock. We inquired of him on the delivery of the butter if the train would be on time. He said he could not tell. We asked if there was no way by which he could ascertain when the refrigerator car was delayed. He said there was no arrangement for that matter. The same is true this season. We were anxious to know whether the car would be on time before we delivered our butter, but we could never get any information in advance. If we could have done so, we would not have delivered our butter a great while in advance of the arrival of the car. Remember, their time here was at noon, the hottest part of the day, and it was important with us that the car should be on time. There is no way that we could have saved loss only in part. We might, if we had suspected a delay, delivered our butter at the station and waited until past time for the car, and hired our butter hauled back to the refrigerator. But in that case there was an uncertainty. The train might come in a few hours. Besides, it would be a very singular arrangement if we were compelled to haul our butter back and forth, three-fourths of a mile, through the hot sun upon the uncertainty of trains off of time, when the agent could not give us intelligence as to the matter.

On December 14th, in his reply to our complaint on the delay of the refrigerator car, Mr. Thos. Miller, second assistant general freight agent, says: "We regret the trouble that you experienced during the past summer in "your shipments *via* our line to the East, but we think that another season "the trouble of this *last season* will not be repeated, as we hope to run the "car on the advertised time in the future."

The fact is the company has never denied our loss nor the fact of their cars not being on time.

Very truly yours,

MARSHALL & SON.

DES MOINES, IOWA, June 22, 1882.

THOS. J. PORTER, Esq., *General Manager Chicago, Burlington & Quincy Railroad, Chicago, Ill.*:

DEAR SIR—The Commissioners will go to Burlington on Tuesday, June 27th, so as to leave there on the morning of Wednesday, June 28th, for Chariton, to hear any testimony Messrs. Marshall & Son may desire to offer in support of their claim for damages against the Chicago, Burlington & Quincy Railroad Company for loss on butter shipped during 1881.

If your company desire to be represented at that time you can have an opportunity.

By order of the Board,

E. G. MORGAN, *Secretary*.

[A similar notice was on same day sent Messrs. Marshall & Son, which they acknowledged on the 24th.—*Secretary*.]

CHARITON, IOWA, June 28, 1882.

The Railroad Commissioners met at the Depot Hotel as they had previously notified the complainants and the railroad company, at two o'clock, P. M., when the following witnesses were produced, sworn, and testified as follows:

TESTIMONY OF R. J. MARSHALL.

R. J. Marshall, the partner and son of Marshall & Son, being duly sworn, says that between the 15th day of June and 20th day of July, 1881, his firm delivered for shipment to the Chicago, Burlington & Quincy Railroad Company 4,383 pounds of creamery butter, and that this butter was in good condition and good packages, and in every particular fitted for shipping. It was from its manufacture until it was brought to Chariton depot kept in a refrigerator room—a corner room with ice in it to keep the temperature low; this room has always kept our butter in good condition.

The first shipment on which we claim damage was June 15, 1881, the amount was fourteen tubs; the total weight was 760 pounds, the net weight or weight of butter was 662 pounds. The second shipment, made June 22d, on which we claim damage, was twenty-one tubs; gross, 1,128 pounds; net weight or weight of butter, 981 pounds. The third shipment was June 29th, 1881, twenty-three tubs; gross, 1,234 pounds; net, 1,073 pounds. The fourth shipment, July 18th, gross, 1,244 pounds; net weight, 1,076 pounds. The fifth shipment was July 20th; gross, 798 pounds; net, 688 pounds.

These shipments of butter were delivered to the company about eleven o'clock on the morning of the respective days before stated. The butter was delivered at that time by order of Mr. Slack, the agent of the Chicago, Burlington & Quincy road at Chariton.

The witness here introduced a printed circular of the railroad company for 1882, which he states, and it is admitted by Mr. Davenport, for the company, to be similar to that issued last year (hereto attached and marked exhibit "A").

All this butter was consigned to Roberts, Call & Co., Boston, Mass., in care of the Star Union Line, at Chicago. These lots of butter, all of them, as we were notified by the consignee, reached Boston in a damaged condition.

At the time of the shipment on the 29th of June, the train was late; my recollection is that it did not reach Chariton until about four in the afternoon; the car should have been here about twelve o'clock, M. At the time of shipment July 13th, the train was delayed until nine o'clock, A. M., of July 14th, a delay of twenty-one hours. Our butter in both of these cases stood in the depot until the arrival of the refrigerator car. The shipment of July 15th was loaded a little late; the other cars I know nothing about, as I had been in the habit of shipping by refrigerator cars on the Northwestern road, and had had no trouble before. This butter was consigned to the care of the Star Union Line, at Chicago. The shipment of June 29th, as I am informed by Mr. Chandler, Chicago agent of the Star Union Line, was delivered to them on the 6th day of July. This is the shipment that left Chariton about four P. M., on June 29th.

I affirm that the bill rendered in our complaint is a fair and equitable charge for the depreciation to the butter while in transit. The weights, as they were made at the creamery, of all this butter, was 4,480 pounds, and the Boston weight was 4,260 pounds. We allow for soakage one pound per tub. This allowance is the customary one, and our experience shows that it is about correct. We haul the butter to the depot, about three-quarters of a mile, in an open dray, protected with a canvass cover thrown over the tubs. It takes in the neighborhood of fifteen minutes to deliver it. I think, protected as this butter is, that this haulage would not affect the butter. When we get the butter to the depot we put it where the agent designates. When we made the last shipment of fifteen tubs, I staid and saw them loaded, and the butter was in good condition when put on the cars.

In reply to Commissioner Wilson, witness said he thought that the car should be iced twice or more between here and Chicago.

JOSEPH F. GRIFFIN,

being sworn, says: That about the middle of July, 1881, I saw Mr. Marshall's butter at the depot. There were quite a number of tubs. I saw them there in the afternoon and again on the next morning, between seven and nine o'clock. I think the butter was loaded about nine in the morning. The tubs were branded with the name of Chariton Creamery. I knew that they were Mr. Marshall's tubs. I think that several of the tubs had been upset, the butter had melted and run out upon the floor.

R. J. MARSHALL'S

testimony resumed: I have been running a creamery for over three years. I consider myself a judge of butter and know how to make it. Our shipments to Boston when uninjured brought the highest market price. Our advices from Denver show that our butter was of first quality (will furnish evidence of this from our customers).

On the two occasions that I have testified to the trains I know were late, for I inquired whether the train was on time. At one time I made the inquiry with the intention of taking my butter back if train was much delayed. On none of the occasions complained of was I able to find out from Mr. Slack, the agent, whether the train was on time or not. I was afterward informed, I think by Mr. Miller, general freight agent, that after the receipt of his letter the agent here would be notified whenever the train was late. Our practice has usually been to come up and give instructions for billing the butter before hauling it. On none of these occasions would I have sent the butter if I had known how late the train was, until the time the car could reach here.

I came with drayman once or twice with the butter, the other times I came before the dray. I do not remember that I ever had any notice from the company that the butter was received by them in bad condition, or that anything of that kind was noted on bill of lading. The total shrinkage was 220 pounds, after deducting 97 pounds for soakage. We claim a loss of 128 pounds for wastage in handling.

We pay freight, Chariton to Chicago, seventy-five cents per 100 pounds. There is no extra charge for shipping by refrigerator car.

ROBERT MARSHALL,

being duly sworn, says: That he is familiar with the facts stated by his son R. J. Marshall, and knows all the circumstances. That he has heard the testimony of R. J. Marshall, and also heard the same read, and that all the facts stated by him in the evidence taken to-day are true as he believes.

EXHIBIT "A."

JUNE 5, 1882.

G. F. O. 882.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, GENERAL FREIGHT OFFCIE, REFRIGERATOR CARS, CHICAGO, May 25, 1882.

Commencing May 30, this company will run refrigerator cars, iced, and otherwise appointed exclusively for the transportation of butter, eggs, and cheese for the Chicago market, as follows:

Leave E. Nebraska City every Tuesday afternoon at 1.30, on train No 94; Red Oak at 8.50 P. M., on train No. 10; (Creston at 5.00 A. M., on Wednesday, on train No. 26); Ottumwa at 8.15 P. M., on train No. 20, and arrive at Chicago at 8.20 Thursday evening.

The above car will accommodate all points between E. Nebraska City and Red Oak, all stations on the Middle Division, and at Villisca and Albia, all points on the branches leading therefrom.

Leave Pacific Junction every Thursday morning at 5.40, on train No. 12; Creston at 4.00 P. M.; Ottumwa at 2.05, Friday morning; Burlington at 10.30 A. M., on train No. 40, arriving at Chicago 2.00 o'clock Saturday morning.

This car will receive butter, eggs, and cheese from any station on the east and west division of main line, and at Hastings, Creston, and Chariton, from stations on branches therefrom.

Leave Albany, Missouri, every Wednesday at 11.55 A. M., on train No. 46; Chariton at 12.50 A. M.; Thursday, on train No. 14; Ottumwa at 7.40 A. M.; Burlington at 6.40 Thursday evening, and arrive at Chicago Friday noon.

All consignments for delivery to connecting lines in Chicago, will be immediately transferred on arrival. City parties will be promptly notified.

Agents are requested to give particular notice to dealers of this arrangement for through iced refrigerator cars.

E. P. RIPLEY,
General Freight Agent, Chicago.

On the 30th day of June, 1882, a copy of the foregoing evidence as taken by the Commissioners, at Chariton, was mailed to T. J. Potter, General Manager of the C. B. & Q. R. R., at Chicago, Illinois, who acknowledged the receipt under date of July 3d.—[Secretary.]

CHICAGO, June 27, 1882.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Answering yours of the 14th instant wherein you quote from a letter of Marshall & Son, of Chariton, I have to say that prior to receipt of your favor we had discovered that on or about the date Messrs. Marshall & Son name a refrigerator car was taken from Creston to Ottumwa with inadequate supply of ice.

This was very early in the working of the line, when employes had not become sufficiently vigilant in noting the requirements of the car for excessively hot weather, and although an occasion of censure to them, we cannot regard it other than as one of the accidents that it is difficult always to avoid.

Yours truly,

T. J. POTTER.

CHICAGO, ILL., July 3, 1882.

E. G. MORGAN, *Secretary Railroad Commission, Des Moines, Iowa:*

DEAR SIR—I have yours of the 30th ultimo, transmitting the evidence taken before you at Chariton, in the matter of claim of Marshall & Son for damage occasioned to butter during transit in summer of 1881.

Mr. Slack, who was at that time our agent at Chariton, is now in St. Louis—we have communicated with him for evidence we think material to explain or rebut the statement of Messrs. Marshall & Son. After we receive information from Mr. Slack we expect to prepare a full statement of the case to lay before you, citing the evidence taken, as well as argument regarding our liability. Hoping you will grant us sufficient time for such purpose, I remain,

Very truly yours,

T. J. POTTER.

DES MOINES, IOWA, July 10, 1882.

T. J. POTTER, *Gen. Man. C., B. & Q. R. R., Chicago, Ill.:*

DEAR SIR—Your favor of July 3d came to hand in due season. In reply the Commissioners direct me to assure you that there is no objection to granting you ample time to get up your evidence and make the argument in the complaint of Marshall & Son v. C. B. & Q. R. R. Co.

Very respectfully,

E. G. MORGAN, *Secretary.*

CHARITON, IOWA, July 4, 1882.

Railroad Commissioners:

Below we have made a list of the shipments and the date of the delivery to the Star Union Line, at Chicago, as per W. W. Chandler's receipt enclosed, which gives the time between Chariton and Chicago delivering:

Shipped June 15, 1881, 14 tubs, 760 pounds, delivered June 18, 1881, equal to 3 days.

Shipped June 22, 1881, 21 tubs, 1,128 pounds, delivered June 25, 1881, equal to 3 days.

Shipped June 29, 1881, 23 tubs, 1,234 pounds, delivered July 5, 1881, equal to 6 days.

Shipped July 12, 1881, 24 tubs, 1,244 pounds, delivered July 16, 1881, equal to 3 days.

Shipped July 20, 1881, 15 tubs, 793 pounds, delivered July 23, 1881, equal to 3 days.

Each of the above shipments was delivered at the depot at Chariton on the date above given.

The dates above would indicate that each of the shipments, except that on the 29th, was three days on the road to Chicago. As the time at which the several shipments left Chariton varied from one hour to twenty-one hours in leaving Chariton, some may have arrived in Chicago in the morning, others through the day, and evidently the 23 tubs too late on Saturday evening to be transferred. While they all arrived in Chicago on Saturday, it does not prove that there was not much delay at the time of loading at Chariton.

We have sent to Boston for Roberts, Call & Co.'s evidence, and expect it in a few days.

MARSHALL & SON.

CHARITON, IOWA, July 11, 1882.

To the Honorable Board of Railroad Commissioners:

Enclosed we hand you the testimony of Mr. J. M. Call, of the firm of Roberts, Call & Co., Boston, Mass., which fully sustains our petition as to the claim for loss, and shows further that the Star Union Line was not accomplices in the loss after the butter came into their hands. Butter shipped from Ames, Iowa, at the same time, arrived in good order. We have written to W. H. Chandler, at Chicago, for further evidence, which we have not yet received.

Very truly yours,

MARSHALL & SON.

On July 13th the deposition of J. M. Call was received, filed, and acknowledged, and a copy sent T. J. Potter, general manager Chicago, Burlington & Quincy Railroad, Chicago, Ill. --[Secretary.]

"A."

Statement of account of sales of creamery butter, made by Roberts, Call & Co., of Boston, Mass., dated August 1, 1881:

MESSRS. MARSHALL & SON, *in account with ROBERTS, CALL & CO., Cr.*

By 28 tubs butter, 1,712 pounds, at 20 cents.....	\$ 342.40
44 tubs butter, 1,898 pounds, at 15 cents.....	<u>284.70</u>
	\$ 627.10

Charges:

Paid freight 14 tubs butter	\$ 11.80
21 tubs butter	17.44
23 tubs butter	18.52
24 tubs butter	16.79
Commission	<u>31.35</u> —\$ 95.90

Net proceeds 82 tubs butter, \$ 531.20

Copy of sale of 15 tubs, shipped July 20th, account sale August:

MESSRS. MARSHALL & SON, *in account with ROBERTS, CALL & CO., Cr.*

By sale of 15 tubs of butter, 650 pounds, at 18 cents.....	\$ 117.00
------------------------------------------------------------	-----------

Charges:

Paid freight	\$ 10.71
Commission	<u>5.85</u> —\$ 16.56
	\$ 100.44

Messrs. Roberts, Call & Co., on making these entries, write that this butter would have sold for 28 to 24 cents if it had not been neglected in shipping.

MARSHALL & SON.

SUFFOLK, SS.

BOSTON, July 8, 1882.

Personally appeared before me John M. Call and makes oath that the answers given by him are correct to the best of his knowledge and belief, to the instrument herewith attached.

ASA JACOBS, JR.,
Justice of the Peace.

J. M. Call, of the firm of Roberts, Call & Co., Boston, Mass., makes answer to the following questions:

1. Please give the date on which you received the following lots of butter from Marshall & Son, of Chariton, Iowa; viz,

- a. The 14 tubs. Ans. June 24th, 1881.
- b. The 21 tubs. Ans. June 30th, 1881.
- c. The 23 tubs. Ans. July 14th, 1881.
- d. The 24 tubs. Ans. July 23d, 1881.
- e. The 15 tubs. Ans. July 29th, 1881.

2. Please state what was the condition of the 14 tubs when received by you from the Star Union Line.

Ans. It was hard, but showed signs of its previously being melted.

3. Please state the condition of the 21 tub lot when received by you.

Ans. The condition of the butter upon our receiving it was the same as answer given to question 2, i. e., hard, but had been melted down, and butter slopped out and frozen on the sides of the tubs.

4. Please state the condition of the 28 tub lot when received by you.

Same as condition of lot 21, described in answer to question No. 3.

MARSHALL vs. CHICAGO, BURLINGTON & QUINCY R. R. CO. 509

5. Please state what was the condition of the 24 tubs when received by you from the Star Union Line.

Condition same as described in answer to previous questions.

6. Please state the condition of the 15 tub lot when received by you.

The answer to question No. 3 covers the whole thing, as each lot was in pretty much the same condition when received by us.

7. Please state particularly whether any of said lots of butter were in a warm or melted condition at the time that they were delivered to your firm by the Star Union Co., and if so, state which lots and to what extent, etc.

Ans. Each lot when received from the Star Union Line was hard, and had been well taken care of by them; the butter evidently had been melted before it was transferred to the Star Union Line.

8. Please state what length of time that you have been engaged in handling and selling butter.

Ans. Fifteen years.

9. From your knowledge and experience in handling creamery butter, what effect does it have on a good article of creamery butter, to allow it to become melted at any time?

a. Quality: It reduces the quality to a baker's grade. b. Flavor: becomes oily and rancid. c. Its price: depends altogether upon the demand for that kind of goods.

10. You have handled the creamery butter of Marshall & Son at other times than the several lots above referred to; from your knowledge of their butter, what would the above lots of butter have sold at per pound if it had not been previously melted?

As near as we can remember from 23 to 24 cents per pound.

11. What was the market price of the *best quality* of creamery butter *in Boston* at and during the times that you were trying to sell the above lots of butter?

Twenty-three and twenty-four cents per pound.

12. At the time that you received the above lots of butter, or any of them, did you receive consignments of butter from other parties shipped to you through the Star Union Line?

Ans. We did.

13. If you answer question 12 in the affirmative, state at what points the Star Union Line received said consignments, and what was the condition of the butter when delivered to your firm?

Ans. Butter was shipped from Ames, Iowa, received by the Star Union in Chicago, and received in excellent condition by us in Boston.

14. Please state what knowledge you may have of other parties in Boston receiving butter that had been previously melted and that had been delivered by the Chicago, Burlington & Quincy Railroad to the Star Union Line at Chicago.

Ans. We have no knowledge of the Chicago, Burlington & Quincy Railroad business in Boston with other parties; we are not in the railroad business.

15. If so, did said lots of butter have the appearance of having been *recently melted*, or were they in a warm or melted condition when received from the Star Union Line?

16. From your knowledge and experience in handling butter transported by the Star Union Line, have you had any reason to believe that said line did not keep their refrigerator cars sufficiently cool during the hottest weather, and in *particular* during June and July, 1881?

Ans. We have no such reason.

17. Please state if the copy of the returns of sales to Marshall & Son, hereunto attached and marked "A," is a correct copy of the original returns of the sales of the several lots of butter referred to in questions 1 and 2, and the true exhibit of the prices at which it sold, and the weights of the same at the time of the sale of said lots of butter by the said Roberts, Call & Co.

Ans. The copy of sales attached is correct.

18. Please state whether or not the butter had been slopped out of many of the tubs, which caused a heavy shrinkage in the weights of the same.

Ans. It had.

19. You may estimate the probable aggregate shrinkage by reason of the butter having been slopped out of the tubs while in transit.

Ans. Should say from one to two pounds to a tub.

EXHIBIT "A."

BOSTON, August 1, 1881.

MESSRS. MARSHALL & SON, *in account with ROBERTS, CALL & Co., Cr.*

By 82 tubs butter, 1,712 pounds, at 20 cents.....	\$ 342.40
1,898 pounds, at 15 cents.....	284.70
	<hr/>
	\$ 627.10

Charges:

Paid freight on 14 tubs.....	\$ 11.80
21 tubs.....	17.44
28 tubs.....	18.52
24 tubs.....	16.79
Commission.....	31.35—\$ 95.90
	<hr/>
	\$ 531.20

By 15 tubs butter, 650 pounds, at 18 cents..... \$ 117.00

Charges:

Paid freight.....	\$ 10.70
Commission.....	5.85—\$ 16.56
	<hr/>
	\$ 100.44

NOTE—Butter would have sold for 23 and 24 cents if it had not been melted.

ROBERTS, CALL & Co.

CHARITON, IOWA, July 20, 1882.

Honorable Board of Railroad Commissioners:

GENTLEMEN—Enclosed we hand you the testimony of an office employee of the Star Union Line in Chicago, which corroborates to some extent the letter of Mr. W. W. Chandler now on file. With this we rest our case. If the Chicago, Burlington & Quincy Railroad Company, introduced testimony touching points not covered by our testimony, we wish to have the privilege of rebutting it, but we think that so far as evidence goes you now have a pretty clear understanding of the facts. As to the shipment which laid in Chicago. Now had the car been on time at Chariton, it would undoubtedly have arrived at Chicago in time for transfer on Saturday. As the delay was caused by the Chicago, Burlington & Quincy Railroad Company, it was their duty to have taken care of the butter and not allowed it to be taken out of the refrigerator car until Tuesday, when it could be delivered.

We think that it is a principal of law that the Chicago, Burlington & Quincy Company were not justified in abandoning the butter, until it was delivered into the care of some one else, and that butter was not delivered to the teams of the Star Union Line until Tuesday—when it was received for—and until then the Chicago, Burlington & Quincy Company was bound to take care of it. They sought to avoid the matter by the receipts of the transfer line teamsters. Now teamsters are not expected to examine the condition of the contents of packages. If those teamsters had gone to work to knock off the lids of our tubs to see the condition of the contents, they would have been guilty of an unwarrantable act. They receipt for so many

packages and agree to deliver it (inferentially) in as good condition as it is when they receive it. There is no claim that the butter was damaged in transfer from one depot to the other.

MARSHALL & SON.

OFFICE OF THE CHARITON CREAMERY,
CHARITON, IOWA, July 11, 1882. }

W. W. CHANDLER, Esq.:

DEAR SIR—We wrote you some time ago in reference to our loss last summer. We have not heard from you, we wanted some evidence from you. We want you to establish the fact that you were not to blame for the loss on the lot of butter that laid over in Chicago from the 3d to the 5th of July. The car was due at Chariton at 12 M. on the 29th of June, and did not arrive till 4 P. M. This is in proof. Now if you can show by *affidavits* that the car *arrived too late on Saturday* for you to *transfer the butter*, it makes a point. We wish all the evidence you can give that shows that your line was not responsible for that lot of butter laying at, or in the C., B. & Q. depot for two days and three nights. We have secured testimony which establishes the fact, that all of the butter was solid when delivered in Boston by your line. Now we want a statement from you as to the condition of the following lots of butter when received by your line. These lots had all been melted after we delivered them to the C., B. & Q.

Shipped by us Juue 15, 1882, 14 tubs.
Shipped by us June 22, 1882, 21 tubs.
Shipped by us June 29, 1882, 28 tubs.
Shipped by us July 18, 1882, 24 tubs.
Shipped by us July 20, 1882, 15 tubs.

The Commissioners receive *ex parte* testimony; all that is required is for you to *have all statements sworn to*. Please attend to this as soon as possible, as we wish to close this matter as soon as possible.

Very truly yours,

MARSHALL & SON.

STATE OF ILLINOIS, } ss
COUNTY OF COOK. }

Nathaniel E. Dillie being duly sworn says that he is an office employe of the Star Union Line; that in pursuit of his business duties he has had occasion to examine and has examined the original papers constituting the office records of his company, touching the consignments of butter mentioned in the letter of Marshall & Sons of July 11th, 1882, and hereto attached and marked "Exhibit A;" that all of said consignments save one were delivered to the Star Union Line in imperfect or damaged condition, and were so receipted for; that as to the shipment referred to in said "Exhibit A" as having lain in Chicago from the 3d to the 5th of July, deponent says, that said shipment arrived at the C., B. & Q. depot on the 3d of July too late for delivery on that day, and that the following day being a Sunday and the next a holiday, the property was not delivered to Star Union Line until the 6th day of July.

And this deponent, by way of explanation, further says that the above facts are extracted from correspondence heretofore had between the Star Union Line and the said railroad company, touching said shipments, and the said correspondence was based upon and substantiated by the original papers and copies of receipts pertaining thereto.

NATHANIEL E. DILLIE.

Subscribed and sworn to before me this 18th day of July, A. D. 1882.

EDGAR M. SNOW,
Notary Public.

[SEAL]

STATE OF ILLINOIS, } ss
 COOK COUNTY.

I, E. F. C. Klokke, Clerk of the County Court of Cook county, the same being a court of record, do hereby certify that Edgar M. Snow, Esq., whose name is subscribed to the annexed jurat, was, at the time of signing the same, a Notary Public in and for Cook county, duly commissioned, sworn, and acting as such, and authorized to administer oaths; that I am well acquainted with his handwriting, and I verily believe that the signature to the said jurat is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said court, at the city of Chicago, in said county, this 18th day of July, 1882.

E. F. C. KLOKKE,
Clerk.

[SEAL]

DES MOINES, IOWA, July 21, 1882.

MESSRS. MARSHALL & SON, *Chariton, Iowa:*

GENTLEMEN—Your letter of the 20th instant, with your "Exhibit A" and the accompanying affidavit of Nathaniel E. Dillie is at hand and the papers filed. As soon as the testimony of the respondent is filed in the case you will be notified and a copy forwarded you.

Very respectfully,

E. G. MORGAN, *Secretary.*

DES MOINES, IOWA, July 21, 1882.

T. J. POTTER, Esq., *Gen. Man. C., B. & Q. R. R., Chicago, Illinois:*

DEAR SIR—With this I hand you copy of a letter received from Messrs. Marshall & Son, of Chariton, Iowa, under date of July 11, 1882, and marked "Exhibit A." Also the testimony of N. E. Dillie, an office employe of the Star Union Line, at Chicago, and dated July 18, 1882, which have been filed in this office by complainants, Marshall & Son, in support of their claim against your company.

Very respectfully,

E. G. MORGAN, *Secretary.*

This letter was acknowledged by Mr. Potter on the 22d of July, and on the 29th the affidavit of Mr. Dillie was returned by Mr. Potter, who wrote the Board that "Mr. Ripley is at present preparing his argument in the case, "which will be forwarded you as soon as it is completed."

CHARITON, IOWA, July 29, 1882.

E. G. MORGAN, *Secretary:*

DEAR SIR—It appears to us that the C., B. & Q. R. R. Co. is using unnecessary delay in filing their testimony. It is now a month since the Commissioners were at Chariton. The company was present by attorney and heard the evidence. We understood by Mr. Davenport that the company did not deny that the loss was not sustained by us, but claimed that the Star Union Line was the party to blame. Why not send in the proof? The policy of railroad companies is to use every means to delay proceedings. We have been laboring with them for a year to get this matter adjusted. We put our

claim at the *actual loss*, which we think we have fully proven. They *know very well that the butter was damaged by the carelessness of their employes.*

Yours truly,

MARSHALL & SON.

DES MOINES, IOWA, August 3, 1882.

MESSRS. MARSHALL & SON, *Chariton, Iowa:*

GENTLEMEN—Your favor of the 29th ultimo received, and I am instructed by the Commissioners to say that while they are as anxious as you to close the case, owing to the extensive interests involved they desire to give ample time to both sides to complete their testimony, after which the decision will be promptly rendered. Trusting that this will not discommode you, I am,

Very respectfully,

E. G. MORGAN, *Secretary.*

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, LAW {
DEPARTMENT, BURLINGTON, IOWA, September 2, 1882. }

E. G. MORGAN, *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—The case of Marshall & Son against this Company, pending before your Board, has been referred to me by our General Freight Agent.

If you will kindly advise me of the wishes of the Board in regard to this case, I shall be glad to hold myself in readiness to comply.

Yours truly,

J. W. BLYTHE.

DES MOINES, IOWA, September 4, 1882.

J. W. BLYTHE, Esq., *Attorney C. B. & Q. R. R. Co., Burlington, Iowa:*

DEAR SIR—Your letter of the 2d inst. received, and contents noted. The Board has no wishes in regard to the case of *Marshall & Son v. the C. B. & Q. R. R. Co.* On the twenty-eighth of June last, the Railroad Commissioners took testimony in the case at Chariton sufficient, if not controverted, to determine the case. The railroad company was represented by Messrs. Davenport & Moore. A copy of the testimony taken was duly forwarded to General Manager Potter, and the case has been held for more than two months to enable the company to trace the butter and show where the deterioration occurred, if not in their hands. The Commissioners have repeatedly asked the railroad company to forward any testimony they had that would contradict that taken, or change the liability, but as yet have received nothing. They are tired of waiting.

Respectfully,

E. G. MORGAN, *Secretary.*

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, LAW {
DEPARTMENT, BURLINGTON, IOWA, September 6, 1882. }

E. G. MORGAN, *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I have yours of the 4th inst. about the case of Marshall &

Son. I am aware that delays have already occurred in this case, which are much to be regretted, and perhaps may seem to the Board unreasonable.

I am sorry they have occurred, but I, personally, have not been responsible for them. I am advised by our General Freight Agent that this company will submit the question to the Board upon the evidence already taken, as this company does not regard the controversy as to the facts as being material in the case. It was believed by the company that the Commission would wish the presentation of some suggestions as to the law of the case, as it was supposed that the Commission, in the decision of the case, would regard the application of legal tests necessary; if, however, the Commission has decided the testimony taken at Chariton sufficient, if not controverted, to determine the case, it is probably unnecessary for me to ask for further hearing. In which case I beg to be informed of the decision of the Commission at as early a day as may suit its and your convenience.

I deem it proper to again suggest that if in the opinion of the Board, I can render any assistance in coming to a correct decision of this case, I shall be glad to put myself entirely at their service.

Yours truly,

J. W. BLYTHE.

DES MOINES, Iowa, September 8, 1882.

J. W. BLYTHE, Esq., Attorney C., B. & Q. R. R. Co., Burlington, Iowa:

DEAR SIR—Your letter of the 6th inst. received. If you desire to furnish the Commissioners further authorities, or to make further argument in the case of *Marshall & Son v. The C., B. & Q. R. R. Co.*, please notify them by return mail, and they will keep the case open another week.

On the tenth of July last, I wrote Mr. Potter at the direction of the Commissioners, "that there was no objection to granting him ample time "to get up the evidence and make the argument in this case."

The Board feels that ample time has been furnished. Please to submit argument in writing. Very respectfully,

E. G. MORGAN, Secretary:

DES MOINES, Iowa, September 9, 1882.

MESSRS. MARSHALL & SON, Chariton, Iowa:

GENTLEMEN—In the affidavit of N. E. Dillie, he says: "All of said consignments save one were delivered to the Star Union Line in a damaged condition." Was that "one" one of the packages you have asked the C., B. & Q. R. R. Co. to pay you for loss and damage?

By order of the Board,

E. G. MORGAN, Secretary.

CHARITON, IOWA, September 11, 1882.

E. G. MORGAN, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—We suppose N. E. Dillie refers to the shipment made by us on the eighth of June, 1881, one week prior to the shipment of the fourteen tubs included in our bill for damages, and shipped on the fifteenth of June, 1881. The shipment of June 8th was thirteen tubs, and went through all right.

Enclosed we hand you copy of Messrs. Roberts, Call & Co.'s letter acknowledging the return of sales of said thirteen tubs, in which you will notice that they refer to the said "second lot" as being in bad condition.

Very truly yours,

MARSHALL & SON.

(Copy.)

BOSTON, June 30, 1881.

MESSRS. MARSHALL & SON, *Chariton, Iowa*:

Enclosed please find sale of first lot of butter, which we trust you will find satisfactory. We have not been able to place the second lot of butter yet, it is in such bad condition, but will endeavor to do our best on it to get you out.

Yours truly,

ROBERTS, CALL & CO.

[Signed]

(Telegram.)

BURLINGTON, IOWA, September 11, 1882.

MR. E. G. MORGAN, *Secretary*:

I will file argument in Marshall & Sons case by Thursday.

J. W. BLYTHE.

BURLINGTON, IOWA, September 12, 1882.

E. G. MORGAN, *Secretary Railroad Commission, Des Moines, Iowa*:

DEAR SIR—I inclose to you my argument in the case of Marshall & Son. I regret that the Board could not see their way clear to use oral argument in this case, as the time was very short for the preparation of written argument. Please inform me of the decision of the Board as soon as made.

Yours truly,

J. W. BLYTHE.

IN THE MATTER OF THE COMPLAINT OF MARSHALL & SONS, AGAINST THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, BEFORE THE HON. THE RAILROAD COMMISSIONERS.

This is a claim for damages on account of deterioration of butter in transit. The complainant alleges only one failure on the part of the company, *i.e.* "that their refrigerator cars were often from ten to twelve hours behind time at Chariton." This fact is not denied by the respondent, but it is denied by the respondent that this fact is sufficient to charge it with a liability for loss resulting from a *deterioration in quality* of the butter.

It is to be presumed that the honorable commissioners do not desire to impose upon the respondent any extra legal liability; nor in the decision of this case to apply any principle except those which a court of law would invoke to its aid in the solution of the questions presented, nor to add to the contract of the carrier. I shall, therefore, content myself with the argument of this case as though addressing a law court.

The undisputed facts of this case are, as shown by the testimony introduced by the complainant, that the respondent advertised that it would run a refrigerator car, iced and otherwise furnished, upon certain of its trains, arriving at Chariton at certain specified times, and that it would carry butter in this car without extra charge to the shippers. That pursuant to this advertisement the complainants took to the station of the respondent at various time certain lots of butter, and finding the trains late, left them in the respondent's warehouse, "with the thermometer in the 90," to await the arrival of the refrigerator car; by reason of which the butter melted and was reduced in quantity and impaired in quality, and the complainants damaged in the sum of \$273.99. The respondent does not introduce any testimony,

controverting the testimony of the complainant, because it believes that conceding the truth of the complaint and the proof in support of it, the complainants have failed in their case.

The respondent, a railroad company, in its capacity of a common carrier, may be under obligations of two kinds to its patrons: First, those obligations which the law imposes upon each several contract it may make; and second, those obligations which it may expressly assume in any particular contract; or, in the words of the law, its contracts are either implied or expressed; and no recovery can be had against a carrier for loss to freight, unless upon a breach of the contract.

First. The respondent is under no *legal obligation* to furnish extraordinary facilities for the transportation of perishable property. This has been the universal decision of the law courts through a long line of contested cases, and is now thoroughly established. The transportation of such property is at the owners' risk, and the carrier is not in any sense an insurer of the *quality* of such goods when carried by him. See Hutchison on Carriers, Sec. 219, 220 and 221, with cases cited; Angell on Carriers, Sec. 210, *et seq.*; cases cited, *M. S. & N. I. R. R. vs. McDonough*, 21 Mich., 165.

The carrier did assume to insure the carriage and delivery of the property in question, in its identity; did agree to insure it against all accident, except the act of God and the public enemy, against fire, theft, and the casualties of the road; but it did not assume by any contract imposed, either by law, or its own expressed undertaking, to warrant the *quality* of the property, or to insure it against its natural decay, or from its inherent tendency to deterioration. See Edwards on Bailments, 2d Edition, Sec. 598; *Nelson v. Woodruff*, 2d Black, jr., (U. S. Supreme Court), 156.

"The carrier is not required to answer for losses of this kind, arising from the climate or the nature of the goods." *Clark v. Barnewell*, 12 Howard, 272.

Second. The respondent in this case was under no *contract obligations* with regard to furnishing refrigerator cars. The publishing of the circular to which the complainants refers, did not in any respect differ from any other advertisement which its business necessities might prompt. It had no single feature of a contract. There was no consideration; no mutuality; no accord. There was, consequently, no duty created. The complainant was not bound to ship a single pound of butter, and the respondent could not have been held in damages to the complainant, or anyone else, if it had never brought upon its line in Iowa, a single car of the kind advertised. See *Hetra v. McCaughn*, 32 Miss., 17; *Gordan v. R. R.*, 52 N. H., 596.

Any other rule than this would impose upon the carriers an unusual and extreme burden. If the advertisement by circular, by insertion in the papers, by distribution of schedules, amounts in every case to a contract, no amount of care will excuse the least variation. The breaking of an engine, the failure of a bridge, the exigencies of safety and comfort may not be considered; but at all times, and under all circumstances, the carrier is held to the rigid and exact performance of all that he has promised to try to do under the most favorable circumstances.

It is not denied by the respondent that it is under some obligations to try to run its trains according to its published schedule time. But the law in regard to this is satisfied by the use of ordinary diligence. Whether this degree of care has been exercised is, of course, a proper subject of inquiry. But the honorable Commissioners will bear in mind that the want of reasonable care must be established by the complainants. They do not even try to establish this, but content themselves in all their testimony, and even in the allegations of their complaint, with the bare statement that the refrigerator car did not arrive at the advertised time. The burden is on them to show the negligence, and in this they fail.

Third. The real contract, the contract actually made, was that the respondent would receive the butter, would transport it, and would deliver it to the consignee. This was actually performed. There is no pretense that the butter of any shipment was lost or stolen, or that respondent neglected it in shipment. The only claim is, that before it was loaded into the refrigerator car at Chariton, its quality was impaired by reason of the heat. The whole claim is based upon the delay of the refrigerator cars in reaching Chariton.

The allegation is that "these cars were often ten or twelve hours behind time at Chariton." It is true that if respondent had contracted with the complainants to undertake the carriage of their goods at a particular time, the failure to have their refrigerator car promptly at the station would entitle the complainant to recover; but there is no proof of any such contract. The only pretense of anything of the kind is found in the printed circular before mentioned. That this did not amount to a contract has been already shown.

Fourth. But the respondents claim that the complainants cannot escape the consequences of their own negligence in this case.

The complainants knew that in the conduct of the business of a railroad delays are unavoidable. They were told by Mr. Slack that he could not inform them when the train would arrive. They "put the butter in the place designated by the agent," in the company's warehouse. They knew that no preparation had been made to protect it. They knew "the thermometer stood among the nineties, and knew that butter would melt. They went away and left it there to sit for "twenty-one hours," exposed to a heat which they knew would soon destroy their property. Yet their whole claim is based upon the loss which occurred in the station at Chariton, and the complainants display an unusual impatience when it is suggested that a part of the loss might have occurred in transit through Chicago and over connecting lines east of Chicago.

The entire loss occurred in Chariton. The butter was hauled a distance of three-quarters of a mile to the station, upon an open dray, with the thermometer among the nineties; then stood in the freight house where no special preparation was made for its care, and where the respondent was not required by law, or by its contract, to make any such preparation, and when complainants knew no such preparation had, as a matter of fact, been made. It was subject to its owner's control; had never left that control; he could have, and should have, protected it, even at the expense of taking it away to a suitable place, and there keeping it until the arrival of the refrigerator car. The law clearly and positively imposed upon him the duty of reducing the resulting loss to the minimum, and though it were negligence on the part of the company to fail to have the car promptly at the station at the advertised time, for which negligence it would be liable to respond to the complainant, yet the complainants might have much reduced the measure of the liability.

Failure to do this is negligence, contributing directly to the loss, and on account of this the complainants have lost whatever right to a recovery they might have had. This is a principle so engrained upon our law that I suppose I need not quote authorities. The doctrine is thoroughly established in the decisions of our own Supreme Court.

Fifth. The respondent was entitled to a reasonable time, after delivery of the property for carriage, before beginning the transportation. What is a reasonable time must depend upon the circumstances of each case. In this respect, also, the burden of proof is upon the complainants. They have not shown, and have not attempted to show, the want of proper and reasonable diligence on the part of the railroad company. If no delay occurred, that by reasonable care could have been averted, the respondent cannot be made liable on this account.

Sixth. Entirely aside from these considerations, every principle of fairness and equity, every motive of public policy, every dictate of interest of the people, entitles the respondent to the judgment of the Commissioners. It meant, without charge, to furnish new and extraordinary facilities to an infant industry, in the hope of ultimate advantage to itself in the increase of the business and the prosperity of its patrons. It did all it reasonably could do; all it could be expected to do, to make an unaccustomed service prompt and efficient. It probably succeeded, on the whole, better than could have been anticipated. Occasional failure in a new enterprise, to promptly meet all the minute requirements of the service, was to be expected; it cannot be avoided in an established service, much less when the demands of patrons and the exigencies of the undertaking are unknown. If, for a failure like this, the carrier is to be held liable to respond in damages for a loss which it could neither foresee nor prevent, it will be driven

to abandon all experiment, or to hedge itself about for its own protection, at the loss of the public.

To attach this liability would be to embarrass and obstruct the progress of the times, to thwart well-meant endeavor to promote the interests of this State, and of the carrying trade, and to impose upon the carrier a burden unheard of by the law.

I have purposely abstained from discussing one subject that will occur to every one whose attention may be called to this case, and that is, the jurisdiction over the case of the tribunal whose intervention the complainants have invoked. The respondent in this case is satisfied with the fairness and candor of the Commissioners, and its present purpose is to waive all objections to the competency of the tribunal, and in good faith accept the award. It believes it is entitled to a favorable judgment. It is conscious of having exerted all reasonable diligence, and of taking every reasonable precaution. It believes that the damage complained of in this particular case was caused more by the inattention and carelessness of the complainant, than by any negligence of its own.

Respectfully submitted,

J. W. BLYTHE,
For the C., B. & Q. R. R. Co., respondents.

DECISION OF THE COMMISSIONERS.

On the 22d day of May, 1882, Messrs. Marshall & Son made the following complaint: That between the fifteenth day of June and the twentieth day of July, 1881, they delivered, in several lots and at different dates, at the depot of the Chicago, Burlington & Quincy Railroad Company at Chariton, 4,882 pounds of creamery butter, for shipment in refrigerator cars, consigned to Roberts, Call & Co., Boston, Massachusetts, in care of the Star Union Line, at Chicago; that this butter reached Boston in a damaged condition, and that it was damaged while in the hands of the C., B. & Q. R. R. Co.; that it sold for from fifteen to twenty cents per pound; that it would have brought from twenty-three to twenty-four cents if it had not been injured; that by reason of improper usage it shrank 123 pounds in weight.

They submit the following bill as their losses:

On return of sales 1,712 pounds at 3 cents.....	\$ 51.36
On return of sales 1,898 pounds at 8 cents.....	161.84
On return of sales 650 pounds at 5 cents.....	32.50
Shrinkage in weight 123 pounds at 23 cents.....	28.29
<hr/>	
Total loss to them.....	\$273.99

This amount they claim the company should pay them.

A copy of the complaint was forwarded to T. J. Potter, general manager of the road. His reply, dated May 27, 1882, states that he "does not think 'this a just claim, or that they ought to pay any portion of it."

"It is true that the company advertised to run a refrigerator car on certain trains on the Iowa division, but because they failed to connect sometimes is not a good reason for the claim." He also charges contributory negligence on the part of Marshall & Son in putting their butter into a hot freight house and not looking after it; states that it was hauled through the streets of Chicago with the thermometer at ninety degrees; that it remained

In the C., B. & Q. freight house in Chicago after being unloaded before being called for, although the Star Union Line was always notified by telegraph of its arrival; that his company holds teamsters' receipts for the butter in good order. He admits that there was some delay in the arrival of trains at Chariton, but that his company is not responsible for delays that could not well be prevented.

On Tuesday, September 18, Mr. Blythe, attorney for the company, submits an argument covering the positions taken by Mr. Potter, and claims that the printed circular issued by the company did not amount to a contract to have their refrigerator car promptly at the stations. He also intimates that the Commissioners have no jurisdiction over the case, but decides to waive all objections to the competency of the tribunal.

The Commissioners having furnished the parties copies of all the papers in the case, notified them that they would take any testimony offered at Chariton on the 28th day of June, 1882. Messrs. Marshall & Son appeared for themselves before the Commissioners. Messrs. Davenport and Moore, one a division freight agent, and the other a lost freight agent, as the Board understands, appeared for the company.

There seems to be no conflict with regard to the testimony; the railroad company "does not regard the controversy as to the facts as being material "in the case."

Briefly stated, the testimony is that Messrs. Marshall & Son had been running a creamery for three years, shipping their butter mainly to Boston, some of it to Denver. Their butter, when shipped through without injuring, has uniformly brought the highest market price. Their butter, shipped before June 15th, brought the full market rate. The shipments of butter on which they claim damages, were in good condition, and good packages, and from the time of manufacture until loaded for delivery to the railroad company, were in a refrigerator room, the temperature kept low with ice. This room has always kept butter without injury. The distance of the creamery from the railroad depot was three-quarters of a mile. The time consumed in delivering the butter, about fifteen minutes; it was protected from the sun by a canvas cover thrown over the tubs. The butter was in good condition when delivered at the depot. The practice of Marshall & Son was to go and inquire if the train to which the refrigerator car was attached was on time, and give instructions for billing it before sending their butter to the depot, and on none of the occasions complained of would they have sent their butter when they did, could they have ascertained that the refrigerator car was delayed, and would have hauled it back to their refrigerator room, if they could have found out from the agent how much the car was behind time, if it was. They made every effort to do so, in order that they might protect their property.

The shipments on which damages are claimed are as follows:

	Number tubs.	Gross weight, pounds.	Net weight, pounds.
June 15, 1881.....	14	760	662
June 22, 1881.....	21	1,128	981
June 29, 1881.....	23	1,234	1,073
July 18, 1881.....	24	1,244	1,076
July 20, 1881.....	15	793	688
Total.....	97	5,159	4,480

The usual allowance for soakage is one pound to the tub, or ninety-seven pounds, which leaves net weight of butter delivered at the Chariton depot, 4,883 pounds. They claim the loss of one hundred and twenty-three pounds by leakage while melted. Deducted, this leaves 4,260 pounds, on which they claim a loss, and one hundred and twenty-three pounds total loss. The butter was consigned to Roberts, Call & Co., Boston, in care of Star Union Line, Chicago. A copy of a printed circular for 1882 was introduced (and admitted by Mr. Davenport to be similar to the one issued for 1881), from which the following extract is made: "General freight order 882, C. B. & Q. R. R. "Co. General Freight Office, refrigerator cars, Chicago, May 25, 1882. Commencing May 30, this company will run refrigerator cars, iced and otherwise appointed, exclusively for the transportation of butter, eggs, and cheese for the Chicago market, as follows:" Here the time of the arrival of the train at all stations is noted, and the time for the arrival in Chicago. "All consignments for delivery to connecting lines in Chicago will be immediately transferred on arrival. City parties will be promptly notified. Agents are requested to give particular notice to dealers of this arrangement for through iced refrigerator cars.

"E. P. RIPLEY,
"General Freight Agent, Chicago."

The testimony fixes the injury to the twenty-three tubs shipped on the 20th day of June to be as follows: The train did not reach Chariton until 4 P. M., or four hours late; the butter was in the depot all this time. This lot reached Chicago on Saturday, July 3d, too late for delivery; lay in the Chicago depot on Sunday, the 4th, and Monday, the 5th, the latter being a holiday, and was delivered to the Star Union Line on the 6th. Had the train been on time it would have been delivered on the 3d. The lot of twenty-four tubs, left for shipment July 18, was delayed in the depot at Chariton until 9 A. M. of the 14th, a delay of twenty-one hours. Several of these tubs had been upset and the melted butter had run out on the floor. There is no evidence of injury to the butter at Chariton of the shipments of June 15th, June 22d, or July 20th. They were received for by the Star Union Line at Chicago in bad condition. The shipment received for in good condition by that line we understand was not included in the bill rendered.

This case has had very full consideration from the Board, as on the rail-

way transportation of dairy products depends the success of a growing interest, and probably in the future one of the most important of the State. The railroad companies have introduced this method of transportation for the purpose of developing this industry. This service on their part deserves commendation; to be valuable it must be prompt. The growing dairy interest and the natural adaptation of Iowa to the successful production of butter, made the refrigerator car a necessity. Before its advent the butter manufactured and sold for shipment, for four months of the year, brought a very low price. The establishment of the creamery made new demands upon the railroads. The exigencies of the case required the extension of the cold storage room from the creamery to the market. To meet this demand the refrigerator car lines were extended into Iowa.

Having stimulated the growth of this interest, it would seem to be the duty and the policy of the railroad companies to make this service reliable. It is true that it is not always possible to have this train on time, but it certainly is in the power of the company to notify the shipper, when he asks information, that the train is delayed, and how long. If this contingency is to happen often, some arrangement might be made by which the shipper could protect it after being brought to the depot. It is certainly bad policy, after establishing and running these cars, which must be expensive, to leave the value of an article as sensitive to heat as butter, to be determined by the chances of a freight train being delayed.

The first defense, "It is true they advertise to run a refrigerator car on certain trains, but because they failed to connect is no reason for the claim." It is clear that the shipper did all in his power to take care of his property; he delivered it at the hour advertised, inquired if train was on time, had his shipping bills made out, and left his butter in the custody of the servants of the railroad company. He had a right to expect the train to be on time, for the company had the means of knowing at all times the exact situation of these trains, and the agent could and should have been informed. Mr. Blythe, in his argument, says: "that if the railroad company had contracted with Marshall & Son to undertake the carriage of "their goods at a particular time, the failure to have their refrigerator cars "promptly at the station would entitle them to recover." He admits the original contract of the carrier to transport and deliver safely. In our view, the circular adds another obligation to it. The company practically say that if Marshall & Son will bring their butter to the depot at 12 o'clock on a particular day of the week, that they will have a refrigerator car there, properly iced, to carry their butter to the consignee safely, and, so far as temperature is concerned, in good condition, for the sum of 75 cents per 100 pounds. They accept the proposition, and deliver the butter. They do more than this. They endeavored to ascertain whether there is any possibility of the company's failing to perform their part of the contract. It is true that the company received no greater compensation for the butter carried in these cars than in the ordinary car. This is, however, no reason for

neglecting it. The railroad company fixed its own rates. The presumption is that they were satisfactory. They had a right to fix them at such rates as would furnish a reasonable remuneration for the service rendered; if they were not, it is no fault of the shipper, and no reason why his butter should be allowed to depreciate while in the custody of the company if in their power to prevent.

The second defense is that the butter was hauled through the streets of Chicago with the mercury at ninety degrees. This statement is probably intended as a reply, and is met by a report of the Weather Bureau, by Mr. Chandler, which, though not sworn to, is, we presume, correct: Weather: July 5, seventy to ninety-two degrees; July 6, sixty-six to eighty-three degrees; July 16, seventy-one to eighty-four degrees; July 18, seventy-seven to sixty-one degrees; July 23, seventy-seven to seventy-six degrees; July 29, seventy-nine to sixty-three degrees. These figures were furnished the company, and their correctness was not disputed.

The third defense, that one lot remained in the C., B. & Q. freight house in Chicago, after being unloaded, from Saturday until Tuesday. This we think is disposed of by the fact that the consignee could not get it, the train being behind time, so that it could not be delivered on Saturday. The carrier of perishable property will not be relieved of responsibility if he carries it safely over his line, and then places it in a situation where it must suffer loss, unless the consignee was properly notified and could have cared for it.

The railroad company held the Chicago teamsters' receipts for the freight in good condition. What the value of these receipts is we are unable to ascertain, but it is certain, in two instances at least, the butter had been melted before it was loaded on their wagons, and the fact that all of them were received for by the Star Union Line in bad condition, negatives the hypothesis that they were injured in being hauled in covered wagons from the C., B. & Q. depot, on days that the weather reports do not make very warm. The teamster's receipt is probably regarded by all parties as a receipt of the number of packages and their identity, not their condition. We think that general freight order 882 is a sufficient notice to the public that their butter will be properly cared for and delivered in accordance with its terms, and that the agent has duties to perform in connection with it. It is hardly necessary to define the relation of the station agent to the public, but in the case in question we regard him as the representative of the company; that it is his duty to do all things necessary to the carrying out of the purpose for which this line of refrigerator cars was placed on the road. He is held out to the public as the representative of the company. The public deal entirely with him, and rarely, if ever, come in contact with other officers. Whatever he may do, or fail to do, is the action of the company, and they are as fully responsible as if it was the action of Mr. Ripley, who signs general freight order number 882.

The duty of the station agent is to give the public, doing business with his company, all the information it may require; and much of the ill-feeling towards railroads in communities arises from the indifference of station

agents. An intimation of this was thrown out in the testimony taken in this case. The transportation merchant owes to his customers the same courtesies and civilities that the merchant of any other commodity owes to his.

We understand that it is a principle of law, sustained by the uniform decisions of the Iowa courts, that in all cases of loss or injury to property entrusted to the common carrier for transportation, the burden of proof is on him to show that the loss was occasioned by unavoidable causes; proof of the delivery of the goods to the carrier and their loss or injury make out a *prima facie* case, that the carrier is held to the strictest liability; that the care he is bound to exercise is measured by the susceptibility of the property to injury, and that the carrier having furnished special appliances for its care and protection, is bound to use them.

The railroad company refers to the following authorities:

Hutchinson on Carriers, section 328, from which we quote: "This duty to deliver within a reasonable time is one engrrafted by the law upon the original contract, which is to carry safely. If by unreasonable delay the goods have deteriorated, or their market value has fallen, he may be held liable for damages."

Second reference—Delaware reports, volume 3, pages 176 and 123: "The care and diligence required is to be measured in a great degree by the character of the goods they are transporting, and their liability may be greater or less according to the condition of the property when received by them."

"This obligation is imposed upon them as a public duty, and by their undertaking to carry safely, as far as human care and foresight will permit."

In the case of *Wolf v. American Express Co.*, 43 Missouri, page 431, the court held that "the carrier must not only exercise diligence, but he must use that degree of attention and care which the occasion and the subject committed to his trust demand. What would be sufficient care in ponderous articles not liable to be deteriorated by exposure, might be the most palpable neglect in case of costly or perishable goods. If in consequence of his negligence or defective means a loss occurs, springing out of the agencies which the violence of nature causes, he will not be excused."

The same principle is enunciated by the court in the case of *Vail v. Pacific Railroad*, Missouri Reports 63, page 230.

In the case of *Wing v. The New York & Erie Railroad Co.*, Hilton's New York Reports, page 243, the court says: "The fact that the potatoes were perishable, imposed upon the railway company more than ordinary care and diligence as mere bailees and the obligation to deposit them most securely against cold. The intensity of the cold created also the obligation of additional vigilance. What was usual was not the consideration. What was necessary to be done under all the circumstances was the true criterion."

MEASURE OF DAMAGES.

The general rule seems to be that the measure of damages is the difference between the market value of the goods, as delivered, and what their value would have been had they not been damaged in the course of transportation.

Marshall & Son's claim is based on the difference between the rates that creamery butter sold at in Boston at the dates these consignments reached there and the amount they received for the damaged butter.

The opinion of the Commissioners is that the Chicago, Burlington & Quincy Railroad Company should pay Marshall & Son the sum of two hundred and seventy-three dollars and ninety-nine cents, as claimed.

Des Moines, Iowa, September 21, 1882.

On the 23d of September a copy of the decision was sent T. J. Potter, general manager C. B. & Q. R. R., and the receipt acknowledged by him on the 27th, and on the 27th of September a copy was sent Messrs. Marshall & Son, who replied on the 29th, as follows:

To the Hon. Board of R. R. Commissioners:

GENTLEMEN—Yours of the 27th inst. giving us official notice of your decision in our case for damages against the Chicago, Burlington & Quincy Railroad Company is at hand. Please accept our thanks for the prompt manner in which you have conducted this case. We thank you for your decision in behalf of the great dairy interests of Iowa and the West.

First. Because we believe it just and wise, fully in accord with the law and the evidence in this case.

Second. Because it protects the dairy interest of Iowa, which will, in a very short time, equal any other agricultural industry in exportable value in the State. The dairymen of Iowa are using every possible means to make butter equal to any to be made anywhere on earth. They have the cows, grass, and water; the climate is favorable; they have erected establishments, and supplied them with suitable appliances for making the best. They are careful to use clean, sweet packages; and while under their care to keep them in a cool, sweet refrigerator, free from all manner of taint, and to deliver them to the care of the transportation company in the best possible condition. This is as far as they can go with it. If the agents of the transportation company allow the butter to melt in the depot before loading, or if the car is not sufficiently iced, or if the refrigerator car is contaminated with the stench of rotten eggs, tainted meat, decaying poultry, rotting vegetables, or from any other noxious smell, then all previous care and carefulness on the part of the dairyman is a failure. But on the other hand if the butter is properly handled and cared for by the transportation company, the butter will arrive at its destination in equally as good condition as the day it was churned.

The transportation companies have provided palace cars for the accommodation of the public, and are entitled to great credit for the ample provision that they have provided for the comfort of the traveling public. It seems that the transportation companies, in many instances, have not given that attention to the dairy interest that it demands at their hands. If increased facilities demand an increase of cost of transportation, then let us have the increase cost, but let us have the very best possible facilities, both as to care of the butter and in speed of transportation, and dairymen will pay the increase of cost. The butter dealers in the cities are amply provided with cold storage. On the arrival of the butter it is immediately transferred to a refrigerator where it remains until disposed of. But all of the nice work of the dairyman or carefulness of the commission man may

be lost, by a few hours of negligence on the part of the transportation company. Butter once melted or tainted, is ever afterward ruined as a palatable article of food.

Very truly yours,

MARSHALL & SON.

CHICAGO, ILL., October 4, 1882.

E. G. MORGAN, Esq., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Once more referring to claim of Marshall & Son for damage to butter, I desire to call your attention to discrepancy in bill as presented now, and as originally presented; viz.,

ORIGINAL BILL.

1712 lbs. butter shipped June 15, 22 and 29, at 3 cts.....	\$ 51.36
1898 lbs. butter shipped June 29 and July 13, at 8 cts.....	151.84
650 lbs. butter shipped July 20, at 5 cts.....	32.50
Melting and slopping out of tubs.....	4.00
	<hr/> \$ 239.70

AMENDED BILL.

1712 lbs., at 3 cts.....	\$ 51.36
1898 lbs., at 8 cts.....	161.84
650 lbs., at 5 cts.....	32.50
Shrinking in weight, 128 lbs., at 28 cts.....	28.29
	<hr/> \$ 273.99

Thus showing an error in extension of second item of \$10.00, and increase in last item of \$24.29. In consideration of the foregoing, we desire to know if, in your opinion, we should pay the original bill, or the one rendered by you.

Yours truly,

E. P. RIPLEY, *General Freight Agent.*

DES MOINES, IOWA, October 9, 1882.

E. P. RIPLEY, Esq., *G. F. A. C., B., & Q. R. R. Co., Chicago, Ill.:*

DEAR SIR—Your favor of the 4th instant in relation to the claim of Messrs. Marshall & Son is at hand, and I am instructed by the Commissioners to answer you as follows:

The original bill filed by Messrs. Marshall & Son with the Board was for \$273.99. A copy of this bill was sent you, and your answer as understood by the Board was to the effect that you did not dispute the bill as rendered but to the right of Messrs. Marshall & Son to recover damage for loss occasioned by the delay of your trains.

The Board is of the opinion that the clerical error of \$10 should be corrected, but do not think they should open the case to make a deduction in the item of "shrinkage," which was sworn to by complainants and not denied by your company.

Very respectfully,

E. G. MORGAN, *Secretary.*

The receipt of this was acknowledged October 12, 1882.

CHARITON, IOWA, October 14, 1882.

E. G. MORGAN, *Secretary*:

DEAR SIR—It is now nearly three weeks since the Railroad Commissioners rendered a decision in our case. We have not heard what they propose to do. Have you received any information from the company as to whether they will comply with the decision?

Very truly yours,

MARSHALL & SON.

DES MOINES, IOWA, October 14, 1882.

MESSRS. MARSHALL & SON, *Chariton, Iowa*:

GENTLEMEN—Yours of to-day at hand. The Commissioners understood from the general manager of the C. B. & Q. R. R. that his company would settle with you at once. But since then Mr. Ripley, general freight agent, has written them pointing out an error in your bill of June 29th and July 13th of \$10 (which the Commissioners find is an error in multiplication of \$10); also calling their attention to the difference in your last item. As rendered to him it was \$4; as sent the Board, \$28.29.

The Board instructed me to reply "that in their opinion the clerical error of \$10 should be corrected, but they did not think they should open the case to make a deduction in the item of shrinkage."

I have no doubt but what you will hear from the company soon.

Very respectfully,

E. G. MORGAN, *Secretary*.

CHARITON, IOWA, October 17, 1882.

E. G. MORGAN, *Sceretary*:

DEAR SIR—Yours of the 14th instant at hand and contents noted. The Commissioners did right in correcting the error in multiplication of \$10. We were not aware of the error until we received your letter. They were also right in not allowing a reduction on charge for loss of weight. The charge as placed in our account before the Commissioners is the correct one. There was an error in the bill sent by our attorney to the company on the loss by shrinkage. But had the company settled by that account, without putting us to further trouble, we would have let it pass. Plaintiffs in Iowa have the right to amend their bills any time before the case is closed.

Very truly yours,

MARSHALL & SON.

CHICAGO, ILL., October 30, 1882.

E. G. MORGAN, *Secretary, Des Moines*:

DEAR SIR—In answer to your letter of October 9th have to say that I have to-day given instructions that the claim of Marshall & Son, of Chariton, Iowa, for loss and damage to butter, be paid in full, in accordance with the recommendations of your Board.

In doing this we do not intend to be understood as in the slightest degree conceding the justice of your decision in this particular case, but believing that in the main your intention is to deal fairly with the railroads as well as with the people, and believing that in the past your decisions have been, as

a rule, just and equitable, we are not disposed to further contest this case, although we have not in the slightest particular changed our opinion in regard to it.

Yours truly,

E. P. RIPLEY.

CHARITON, IOWA, November 21, 1882.

E. G. MORGAN, *Secretary*:

DEAR SIR—We are happy to be able to inform you that we received to-day from the Chicago, Burlington & Quincy Railroad Company a check for two-hundred and sixty-three dollars and ninety-nine cents, in full for amount of damages awarded us by the Railroad Commissioners. This closes the case to our entire satisfaction. We again thank the Board of Commissioners for the happy termination of this case.

Very truly yours,

MARSHALL & SON.

MILES H. LUTHER, SWEDE POINT, IOWA, *Complainant*,
vs.
ILLINOIS CENTRAL, AND CHICAGO, BURLINGTON & QUINCY RAILROADS, *Respondents*. } *Lost goods.*

Filed, May 23, 1882.

SWEDE POINT, IOWA, May 23, 1882.

To the Railroad Commissioners of Iowa:

GENTLEMEN—Last November I shipped from Springfield, Illinois, on the Illinois Central to Beardstown, and then *via* the Chicago, Burlington & Quincy Railroad to Des Moines, Iowa, one cook stove worth \$25, and have not received the stove or heard from it. I paid the freight in advance, and have been trying ever since to get some track of where the stove had gone to, or pay for it, but so far have been unable to find out anything about where my stove is, or get any satisfaction out of the railroad company in any way.

I left my freight bills with the agent of the Northwestern Railroad, at Des Moines, when I went to Des Moines to get my freight and forward it to Seldahl. The agent of the C. B. & Q., at Des Moines, said he would look my stove up, but since then I cannot get anything out of anyone in regard to it.

I write to you in hopes that you may be able to help me get my stove, or the pay for it, as I am not able to lose it entirely if I can help it. Hoping for an early reply, and that you may be able to help me,

I remain yours truly,

MILES H. LUTHER.

[A copy of Mr. Luther's complaint was sent to General Manager Potter, of the C. B. & Q. Railroad.]

CHICAGO, May 27, 1882.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Yours of the 25th, calling my attention to complaint of Miles H. Luther, in regard to one stove lost, valued at \$25, is at hand. Our claim department have been tracing for the stove, but as yet have been unable to get any track of it. It evidently has been loaded in wrong car, or some

other irregularity, which has caused it to get lost sight of. In order to settle the matter and have no more delay, I have directed that Mr. Luther's claim for value of stove be paid at once.

Yours truly,

T. J. POTTER.

[On May 29th, a copy of the preceding letter of Mr. Potter was sent to Mr. Luther, with request to notify the Board when all was satisfactory. No reply being received from Mr. Luther, another letter was addressed to him on July 19th, asking him if he had been paid for the stove.]

DES MOINES, IOWA, July 24, 1882.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Your letter of July 19, 1882, to Mr. M. H. Luther, in regard to claim for lost stove. Will say that we paid Mr. Luther for this stove to-day and have his receipt in full settlement. Hence please close this case in your office. The party could not write and gave me your envelope to answer it.

Yours truly,

ALF. WINGATE.

W.M. G. HENRY AND NINE OTHERS, EMMETSBURG,
IOWA, *Complainants,*

vs.

BURLINGTON, CEDAR RAPIDS & NORTHERN
RAILWAY AND CHICAGO, MILWAUKEE & ST.
PAUL RAILWAY COMPANIES, *Respondents.*

*Failure to comply with
section 1292, Code 1873.*

Filed May 30, 1882.

The petition of complainants asks the Commissioners to see that the provisions of section 1292 of the Code be complied with by the Burlington, Cedar Rapids & Northern and the Chicago, Milwaukee & St. Paul Railways, and that a suitable "Y" or connecting track be built between the two railroads.

After a lengthy correspondence between the Commissioners and the railway companies, the "Y" was completed August 11, 1882.

ANDREW DODD, TRAER, IOWA, *Complainant,*

vs.

BURLINGTON, CEDAR RAPIDS & NORTHERN
RAILWAY COMPANY, *Respondent.*

Highway Crossing.

Filed May 31, 1882.

Complainant asks that the railway crossing three-fourths of a mile west of Traer be examined and caused to be put in passable condition.

The attention of Superintendent Ives was called to the matter, and after some correspondence regarding the crossing it was repaired.

N. DENSMORE, ROCKWELL, CERRO GORDO
Co., Iowa, *Complainant*,
vs.
CENTRAL IOWA RAILWAY COMPANY, *Re-
spondent*. } *Stopping trains for passen-
gers and at railway cross-
ings.*

Filed May 31, 1882.

DECISION OF THE COMMISSIONERS.

This complaint was made by Mr. N. Densmore, and is dated Rockwell, Cerro Gordo county, May 18, 1882. This station is twelve miles south of Mason City, on the line of the Central Iowa railway.

The case as stated by Mr. Densmore is as follows: Passengers coming from the east or north on the Chicago, Milwaukee & St. Paul railway lines, desiring to go south on the Central Iowa railway, arrive at the transfer too late for the regular passenger trains going south in the afternoon, the train from the north reaching the junction at 3:40 P. M., that from the east at 3:45 P. M., the Central Iowa train leaving its terminal point, Mason City, at 2:30 P. M.

In the absence of testimony or statement to that effect, the Board suppose that other and more important connections require the starting of this train before the arrival of what would seem to be its natural terminal connections.

There is, however, a freight train leaving for the south at 4:30 P. M., which, under the regulations of the company, is allowed to carry passengers, and would seem to a certain extent to supply the facilities needed. The station at Mason City of the Central railway is a little more than a mile from the crossing—the grade gradually descending until the crossing is reached, when it rises at the rate of fifty-three feet per mile for 1,100 feet, and for about one-half mile continues nearly level, then rises at the rate of fifty-three feet per mile for more than a mile. This freight train, however, does not stop at the transfer for passengers unless specially ordered to do so by the agent, and passengers are compelled, at great inconvenience and expense, to transport themselves and their baggage a mile or more to take the cars on this train. Mr. Densmore asks the Commissioners that this 4:30 P. M. freight train be required to stop at the C., M. & St. P. Ry. crossing for passengers going south.

Mr. Pickering, superintendent, in reply to a copy of Mr. Densmore's letter, gives two reasons why this train should not stop at this place. First, that the train is nearly always heavily loaded, and this depot crossing being in the bottom of a sag, if the train stops there it is difficult and burdensome to start again. Second, that it is not the desire of the company to carry passengers on freight trains, and that furnishing the traveling public two passenger trains a day each way, (which is certainly a liberal provision for a road doing the business this does.) If the road extends further accommodations on freight trains, the public should conform to the regulations of the company.

The regulations dated July 1, 1878, state that freight trains are not run for

the accommodation of passengers, that they will neither start from nor stop for passengers at platforms, and that as a matter of accommodation passengers are allowed to ride, but that baggage will not be checked; that passengers must provide themselves with tickets to ride on these trains, and that the offices will not be kept open for that purpose.

The circular shows clearly that the company desires to make traveling on these trains as little attractive as possible, and regards the passenger traffic of these trains as hazardous and undesirable.

Two considerations enter, the Board believe, into the proper solution of this question: First, that on the arrival of the 3:40 train from the north, which is one of two passenger trains, and the 3:45 train, which the Board understands is the only passenger train from the east, and with the exception of this 4:30 P. M. freight train there is no opportunity for passengers to go south until 5 the next morning, or for a period of thirteen hours or more (this is a hardship on those who may live along the line between Mason City and the points where the other eastern roads connect with the Central), the circumstances would seem to justify the modification of a rule that in its general application might be correct. The other is the crossing of the C. M. & St. P. Ry. The Board understands that there is no law in this State requiring railroads crossing each other at grade to stop before crossing, but believe that custom has made it a law, and that any accident resulting from failure to stop before making such crossing would properly be regarded as negligence, and that the observance of this regulation would be all that is required by the traveling public. In addition to this, all the laws of this State that refer to railroad crossings seem based upon the theory that passengers and freight should be interchanged at these places, and this Board has construed the law on several occasions as authorizing them to require at the crossing comfortable passenger accommodations.

If these stoppages are necessary at the two crossings, it occurs to the Board that arrangements might be made for the accommodation of passengers so that they can take this train.

It is true that a grade of 53 feet to the mile, of 1,100 feet in length, occurs just past the crossing, but it also is true that the cars going south from what is practically the northern terminus of the road are generally empty, and it is possible that quite as heavy a train could be started on this short grade as could be hauled up the long grade farther south.

The traveling public has some rights acquired by the use of the railway, and among them there is none that partakes more of the character of the railway itself than that they are entitled to the privilege of reaching their destination without great delay, certainly without unnecessary delay, and that delays that in other modes of conveyance might not be serious, in railways are.

The Board is of the opinion that under the provisions of section 3, of the Commissioner law, "that a change in the mode of operating its road and "conducting its business, is reasonable and expedient in order to promote "the security, convenience and accommodation of the public," and say to

the Central Iowa Railway Company that this 4:30 P. M. train should be required to stop at the Chicago, Milwaukee & St. Paul crossing for passengers going south.

Des Moines, Iowa, September 13, 1882.

L. H. BRENT, WESTON, IOWA, *Complainant,*
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent.*

Overcharges.

Filed June 5, 1882.

Complainant alleges that he shipped from Zanesville, Ohio, via the Chicago, Rock Island & Pacific Railway, to Weston, Iowa, one bureau, upon which he paid the freight in advance. At Chicago the bureau was transferred to the Chicago & Northwestern Railway Company, who, finding the article wrongly classified, added \$2.26 to the freight to Council Bluffs. This, Mr. Brent objected to paying, and appealed to the Commissioners. They referred the matter to General Manager Hughitt, who had the alleged overcharge refunded, and the case was dismissed.

FRANK A. MARTIN, WASHINGTON, IOWA,
Complainant,
vs.
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, *Respondent.*

*Application for damages
for personal injuries.*

Filed June 14, 1882.

Complainant avers that while in the employ of the Chicago, Rock Island & Pacific Railway Company, as foreman on section work, in discharge of his duties and through extreme exposure he caught cold, which settled in his eyes, one of them becoming nearly blind, and asks the Board if they have authority to compel the railway company to pay him for the time lost while he was disabled.

The Board replied that there was nothing in the Commissioner law authorizing them to interfere in matters of contract between the management of railroads and their employees.

J. C. TAYLOR, DES MOINES, IOWA, *Complainant,*
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent.*

Discrimination.

Filed June 15, 1882.

Mr. Taylor complains that he is manufacturing and shipping lumber from Swan, a station on the Chicago, Burlington & Quincy Railroad, southeast of

Des Moines. The railroad company charges him \$14.30 for a car of thirteen tons. On the 5th of June he shipped a car of lumber, weighing 32,900 pounds, on which he was charged \$18.09. He complains that the charge is excessive, and has reason to believe that coal is carried in car-lots, twenty tons to the car, for seven dollars. Mr. Taylor says that he is prepared to ship two car loads of lumber per week. When he bought the timber which he is cutting into lumber the rates were ten dollars per car load, but advanced afterward to \$14.30. He says that the Chicago & Northwestern are carrying lumber from Polk City to Des Moines for nine dollars per car, and he thinks ten dollars a full price from Swan, nineteen miles. He avers that the present rate is prohibitory, and if continued will compel him to quit the business. He ships mainly hard wood lumber, but would ship soft wood if freights were reasonable. He owns timber enough at Swan to cut 1,000,000 feet, B. M., and that he must abandon it unless he can get better rates on freight to Des Moines.

DECISION OF THE COMMISSIONERS.

The rate charged Mr. Taylor by the Chicago, Burlington & Quincy railroad from Swan Station to Des Moines, a distance of nineteen miles, is five and one-half cents per hundred pounds.

This is a little less than the rate of the schedule as published in the "Granger Tariff," which was supposed to be reasonable.

The company positively deny that they are shipping coal from that station to Des Moines for seven dollars per car load, and claim that lumber is an article that will and should bear a higher rate than coal.

They state that the cars shipped for ten dollars per car were taken before the scales were put in, and when the load was estimated at 20,000 pounds. By referring to the bills left with the Board it will be seen that the rate of five and one-half cents per hundred pounds has been charged.

The Commissioners have no evidence before them to indicate that this rate for the distance is unreasonable, or that a higher rate is charged complainant than others for a similar service.

Des Moines, Iowa, June 22, 1882.

ALFRED WOOD, TRAER, IOWA, *Complainant,*
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN, AND THE
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY
Companies, Respondents.

} *Lost goods.*

Filed, June 16, 1882.

Complainant shipped a box of plants, etc., to Thos. Sterling, Milton, Dakota, on the 4th of April, 1882. On the 16th of June he complained to the Board that the box had not reached its destination.

The Commissioners upon investigation found that the Burlington, Cedar Rapids & Northern Railway, which received the box at Traer, delivered it to the Chicago, Milwaukee & St. Paul Railway at Emmetsburg on the 14th of April, who transported it to Alexandria Station, Dakota, which point it reached April 28^d, and the consignee was notified by mail at Milton, but owing to bad roads he did not call for it until May 1st, *forty-seven days* before complainant filed his claim in this office.

GRONEWEG & SCHOENTGEN, COUNCIL BLUFFS,
IOWA, *Complainant.*
vs.
KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS
RAILROAD COMPANY, *Respondent.*

} Overcharge.

Filed June 19, 1882.

DECISION OF THE COMMISSIONERS.

The complaint of Groneweg & Schoentgen, of Council Bluffs, against the Kansas City, St. Joseph & Council Bluffs Railroad Company is based upon a freight bill, which is as follows:

"HAMBURG, IOWA, June 15, 1882.

"J. J. Hoppner, To K. C., St. J. & C. B. R. R. Co., Dr.

Date of way-bill, June 15.	No. 195.	No. of car, 464, K. C.
Three barrels of sugar, two cases canned goods, two sacks coffee, six kits fish, one barrel meat; weight 1,625 pounds; rate thirty cents per 100 pounds.....		\$4.90
One box merchandise, one case lye, one dozen measures; weight 150 pounds; rate thirty-six cents.....		.55
Two baskets; twenty pounds; rate seventy-five cents.....		.15
Three sacks meat and two boxes blacking; 220 pounds @ thirty-four and one-half cents.....		.75
 Total.....		\$6.35"

The rate per hundred pounds we have calculated, but they are evidently those charged. The "Granger Tariff" for the distance from Council Bluffs to Hamburg, fifty miles, was under the classification adopted for fourth class goods; viz., sugar in barrels, coffee in sacks, fish in kits, meat salted, canned lye, and sacked meats, allowed a charge of thirteen and one-half cents per 100 pounds; on measures, first class, twenty-two and one-half cents; on baskets, double first class, forty-five cents; and on blacking, third class, eighteen cents. On this tariff a class "A" road was allowed to charge ninety per cent of the established rate, or on this bill of goods:

1,625 pounds fourth class @ thirteen and one-half cents.....	\$2.19
150 pounds first class, dry measures, @ twenty-two and one-half cents	.34
20 pounds baskets, double first class, @ forty-five cents.....	.09
220 pounds meat and blacking, third class, @ eighteen cents.....	.40
<hr/>	
Total.....	\$ 3.02
<hr/>	
Or deduct ten per cent for class "A" road, same charges as this bill...	.30
<hr/>	
	\$ 2.72

The rates from Harlan and Marne, on the Chicago, Rock Island & Pacific railway, on first class, twenty-seven cents; second class, twenty-two cents; third class, seventeen cents; and fourth class, fourteen cents. On this bill of goods at local tariff rates on that road for the same distance as Hamburg:

1,625 pounds of fourth class @ fourteen cents.....	\$ 2.27
150 pounds dry measures, first class, @ twenty-seven cents.....	.40
20 pounds baskets, double first class, @ at fifty-four cents.....	.10
220 pounds sacked meat and blacking, third class, @ seventeen cents	.59
<hr/>	
Total.....	\$ 3.36

The rates on the Chicago, Burlington & Quincy and the Chicago & Northwestern correspond for same distances. The Granger rate would be forty-three per cent of this charge in controversy, and that of the main lines east from Council Bluffs fifty-three per cent.

While it is possible that the rate established by the "Granger Tariff" and classification was too low on short distances for small lots of goods, it seems to the Board that the rates adopted by the Kansas City, St. Joseph & Council Bluffs Railroad are so high as to place an embargo on the wholesale trade of Council Bluffs, or Missouri river points, so far as that road is concerned.

This does not seem to be the true policy of the railway company, or to best serve the interest of the wholesale or retail merchant. The railway is entitled to a reasonable price for the transportation of property, under the provisions of section 12 of the Commissioner law.

The Commissioners would recommend that a rate be fixed by the Kansas City, St. Joseph & Council Bluffs Railroad Company not materially higher than that charged by the three eastern lines referred to for the same service, which, while paying a fair remuneration for the service rendered, would enable the wholesale dealers in Council Bluffs, and other Missouri River points, to continue their business, and would recommend that the difference between the amount charged on this bill and the amount of modified bill be returned to Mr. Hoppner.

Des Moines, Iowa, August 16, 1882.

ST. JOSEPH, MISSOURI, October 21, 1882.

E. G. MORGAN, *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

Referring to the decision of the Commissioners upon the complaint of Groenweg & Schentgen against this company, I am instructed to say that the company, while most earnestly protesting against the decision, will comply with it by refunding to Mr. J. Hoppner the amount which the Commissioners deemed to be excessive. I beg to say in this connection, that I regret exceedingly not having presented to the Commission more fully than I did the whole of the argument, which I think the company has upon its side in this matter.

It is my belief that upon a further hearing, the Commission could not fail to reach the conclusion that the rates charged by the railroad company are fair and reasonable, but this case having been decided, I suppose there is no course left us but to comply; trusting, should another complaint be made, of our ability to convince the Commission that we are right.

Yours truly,
J. F. BARNARD, *Gen'l Supt.*

H. F. BOUSQUET, PELLA, IOWA, *Complainant,*
vs.
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY }
COMPANY, *Respondent.* } *Damages.*

Filed June 20, 1882.

PELLA, IOWA, June 16, 1882.

HON. JAMES WILSON:

DEAR SIR—I enclose to you bill of expense of damages on gasoline stove shipped to me by Cribben, Sexton & Co. Said stove was carefully crated, and damage could only have been caused by gross carelessness, making, as I think, a just claim against the Chicago, Rock Island & Pacific Railway Company, under the operations of the Railway Commission. I append certificate. This is a small item, but I have lost so much money in this manner that I want to commence to get some of it back again.

Yours truly,
H. F. BOUSQUET.

CRIBBEN, SEXTON & CO., No. 75 Lake Street, Chicago, Illinois, sold to H. F. BOUSQUET, Pella, Iowa, June 9, 1882:

One left side or legs, two-burner Aurora, 9½ lbs. castings at 8c.....	\$ 0.76
Express charges on same.....	60
	<hr/>
	\$ 1.36

To replace one broken by carelessness in transit, stove being crated to prevent breakage.

PELLA, IOWA, June 16, 1882.

I hereby certify that the bill for damages hereto attached is true and correct in every particular.

[Signed]

H. F. BOUSQUET.

[On the twentieth of June, a copy of the complaint and bill were sent

Hugh Riddle, President of the Chicago, Rock Island & Pacific Railway Company, to which he replied as follows:

CHICAGO, ILLINOIS, July 10, 1882.

E. G. MORGAN, Esq., *Secretary Board of Railroad Commissioners of Iowa:*

DEAR SIR—Referring to yours of June 20th, covering a claim of \$1.36 by H. F. Bousquet, of Pella, on account of parts of a gasoline stove broken (or alleged to be) in transportation, I enclose herewith letter of John Given, Superintendent, embodying the information he was able to collect at Pella.

The stoves were shipped by a firm in Chicago who have signed a release exempting the company from claims for loss by breakage in consideration of the lower rates given, and their customers have the benefit of these lower rates. In the classifications furnished by the Illinois Railroad Commissioners, stoves and stove furniture at company's risk are placed in the 1½ (one and a half, first-class); when released, in third class. The party in question had the lower rates, and paid less than half of what he would have been charged had the goods been shipped at the rate authorized when not released.

The agent at Pella states that there was no appearance of breakage when the goods were delivered, but were receipted for as in good order, and no evidence to sustain the charge that the company or their employes were guilty of gross negligence.

Mr. Bousquet did not make any claim of the company's agent, before appealing to the Railroad Commissioners. Courtesy would seem to require that a claimant, *who knew he had a just claim*, should at least present it before resorting to the court.

Awaiting the decision of the Board,

I remain respectfully,

HUGH RIDDELL, *President.*

KEOKUK, IOWA, July 5, 1882.

HUGH RIDDELL, Esq., *President:*

DEAR SIR—Yours 23d ultimo—I find that the stove was shipped from Chicago by C. S. & Co., "released" and "at owner's risk," and freight charged third class, 58 cents per hundred. Whereas, had it been at the company's risk freight would have been \$1.24½ per hundred.

The stove was *crated* and no damage noticed at time of delivery, either by our men or Mr Bousquet's drayman. If any existed it was concealed by the crate, or else it occurred after it left Pella station while being hauled to Mr. Bousquet's store. We hold receipt in *good order*, which I enclose.

There is no evidence of rough handling at Pella station; and I am of the opinion that the stove—being a gasoline one—the castings were very light and *too thin and fragile* to bear even ordinary transportation.

There was no claim made on agent at Pella, and he never heard of the alleged damage until a few days before these papers were sent him for explanation.

I presume "release" for the stove is on file at Chicago station. It is an unusual thing for parties who ship their freight "at their own risk, released," in order to get the benefit of low rates, to afterwards make such claims as this; they know quite well that all such released goods are handled just as carefully as those carried at risk of the company.

Very truly,

JOHN GIVEN, *Div. Supt.*

DECISION OF THE COMMISSIONERS.

H. F. Bousquet resides at Pella, Iowa. On June 9, 1882, he received from Cribben, Sexton & Co., of Chicago, Ill., a gasoline stove, *via.* the Chicago,

Rock Island & Pacific Railway, which he claims was damaged in transit. J. M. Cox was station agent at Pella, and had in his employ Thos. J. Leiter, as drayman, who delivered goods to consignees.

The railway company was released from liability when they accepted the goods in Chicago, and consequently gave reduced rates.

This Board held in the case of *Sam'l A. Ayres & Co. vs. The Chicago Rock Island & Pacific Railway Company*, that railroad companies are answerable "for ordinary care."

J. M. Cox testifies that the stove was packed in brown paper, then crated with only half-inch slats at corners, and does not consider this way of packing substantial, and does not think the crating would stand ordinary usage in a freight train. He further testifies that the casting broken was too light to be shipped "set up."

Thos. J. Leiter testifies that he remembers hauling gasoline stove for Mr. Bousquet; that the nails in the ends of the boards forming the crate were drawn out; that the crate could be pulled apart with his hands.

The board are of the opinion from the evidence presented that the gasoline stove in question was not properly crated; that the risk of damage that ordinary care would not prevent was taken by the shipper; that ordinary care would not have prevented breakage, and that the Chicago, Rock Island & Pacific Railway Company is not liable for damage as claimed.

Des Moines, Iowa, December 20, 1882.

E. S. KENDALL, KELLERTON, IOWA, *Complainant*,
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent*. } *Lost goods.*

Filed, June 30, 1882.

Complainant shipped from Ogden, on June 3, 1882, his household goods, consisting of boxes, sewing machine, bureaus, etc., to Kellerton, Iowa, via Council Bluffs, over the C., & N. W. R'y. Not having heard from them, on June the 28th, he asked the Board to hunt them up. To a communication from the Commissioners General Manager Hughtt replied that the goods were delivered to the transfer company at Council Bluffs, June 6th. A card from Mr. Kendall, stating he had received his goods, was received July 5th, and the case dismissed.

S. M. HEWETT, HAMBURG, IOWA, *Complainant,*,
 vs.
 KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS
 RAILROAD, SIOUX CITY & PACIFIC RAILROAD,
 CHICAGO, AND ST. PAUL, MINNEAPOLIS &
 OMAHA RAILWAY COMPANIES, *Respondents.*

Overcharge.

Filed, July 24, 1882.

DECISION OF THE COMMISSIONERS.

Mr. Hewett complains that he was charged, and was compelled to pay, \$59.25 for freight on a bill of castings from Hamburg to Sioux Falls. The weight of the castings on the bills of lading was different—on two of them 4,140 pounds, on the other 4,830. He regards the entire amount as exorbitant, but specially so the charges between Hamburg and Sioux City, amounting to \$37.60.

The charges for transportation were as follows: Kansas City, St. Joseph & Council Bluffs Railroad, from Hamburg to Council Bluffs, 50 miles, weight 4,140 pounds at 36 cents per 100 pounds, \$14.90. It was probably drayed from the depot of the Kansas City road to that of the Chicago & Northwestern Railway, as the charges advanced by the Sioux City & Pacific Railroad Company were \$18.90, or two dollars more than those received by the former company; this would make the drayage one dollar per ton.

The freight charged by the Sioux City & Pacific Railroad Company, which it seems from the way-bill had control of it from Council Bluffs to Missouri Valley, as well as from there to Sioux City, was for ninety-seven miles, 4,140 pounds at 50 cents per 100, \$20.70.

The freight charged by the Chicago, St. Paul, Minneapolis & Omaha Railway Company for 155 miles was 4,830 pounds at 50 cents per 100, \$21.65.

The castings seem to have been weighed by this company, and are charged for 190 pounds more weight than on the other roads.

The K. C., St. J. & C. B. R. R., 50 miles, 4,140 pounds, at 36 cents.....	\$ 14.90
Drayage between depots at Council Bluffs.....	2.00
S. C. & P. R. R., 97 miles, 4,140 pounds, at 50 cents.....	20.70
C., St. P., M. & O. R'y, 155 miles, 4,830 pounds, at 50 cents.....	21.65
Total.....	<hr/> \$ 59.25

Under the classification made by the "Granger law," iron castings, light and loose, were rated as first-class freight, and upon the rates allowed by it the freight on this lot would be

K. C., St. J. & C. B. R. R.....	\$ 11.17
Drayage.....	2.00
S. C. & P. R. R.....	18.50
C., St. P., M. & O. R'y.....	24.55
Total	<hr/> \$ 56.22

Deducting this from the rates charged, we have an excess of \$3.03. This is greater than would have been charged over a continuous line for the same distance, as the short haul, the handling and transferring on three distinct and separate lines of road add materially to the cost of carriage. There is not now, and probably never will be, any large interchange of business between these lines, as they are parts of systems that are competitors. The amount allowed by the "Granger Tariff" on this lot of freight for the distance, 302 miles of continuous haul on one line, would be \$47.16.

Considering the number of carriers through whose hands the castings passed, and in view of the fact that the rates are the published tariff for the distances on each line, the Commissioners are of the opinion that this is not a case that calls for their interference.

Des Moines, Iowa, February 10, 1882.

C. W. ROBISON, DUBUQUE, IOWA, *Complainant,* }
vs. }
CHICAGO & NORTHWESTERN RAILWAY COMPANY AND ILLINOIS CENTRAL RAILROAD COMPANY, *Respondents.* } *For failure to comply with section 1292 of the Code of 1873.*

Filed August 1, 1882.

C. W. Robison and M. H. Moore, both wholesale lumber dealers at Dubuque, called the attention of the Commissioners to the fact that there is no connecting track, or "Y", at Webster City, by which cars could be transferred from the Illinois Central Railroad to the Chicago & Northwestern Railway. The general managers of the connecting roads were notified and the "Y" put in.

C. J. BURT, PRESIDENT, DUBUQUE, IOWA, *Complainant,* }
vs. }
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, AND CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondents.* } *For failure to comply with section 1292, Code of 1873.*

Filed August 2, 1882.

C. J. Burt, President Novelty Iron Works, Dubuque, wrote the Commissioners as follows: "Dubuque, July 28, 1882. Gentlemen: We this day tried to ship a car of machinery that could not be unloaded, to Danbury, Iowa, via Clinton, and the Chicago, Milwaukee & St. Paul Railway say: 'they have no track connections there.' *They should have.* Please look into this."

The general managers of the connecting roads were notified, and Mr. Merrill wrote the Board, under date of August 15th, that he had ordered their proportion of the track put down.

SPENCER BROTHERS, RANDOLPH, IOWA, *Complainant,*
 vs.
 CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent.*

Filed, August 4, 1882.

RANDOLPH, IOWA, August 1, 1882.

Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Within the last five weeks we have shipped four cars brick from Riverton to this point. Tariff rate is nine cents per one hundred pounds, which was \$27.00 per car of 30,000 pounds.

Previous to shipping them we endeavored to obtain a rate of lower price on them, but obtaining no reply we were compelled to ship them at tariff rates. Meanwhile, Mr. J. Johnson, of this place, receives special rate of twenty dollars per car on brick to be used in building an engine house to an elevator already constructed four years. Engine house being rebuilt to *cheaper insurance.*

The railroad company's reply to our complaint of discrimination enclosed. We fail to see how the \$20.00 rate (special) is "in the light of *public convenience.*"

We claim we were overcharged on four cars (at \$7.00), \$28.00, and refer it to your honorable body for consideration.

Respectfully,

SPENCER BROS.

DECISION OF THE COMMISSIONERS.

The complainants, Messrs. Spencer Bros., of Randolph, Iowa, shipped over the Chicago, Burlington & Quincy railroad four cars of brick from Riverton to Randolph. The cars contained thirty thousand pounds each, and complainants were charged nine cents per cwt., or twenty-seven dollars per car, the usual tariff rate, the brick to be used in a store building. Spencer Bros. asked a reduced rate, because Mr. Isaac Johnson, of Randolph, was conceded a lower rate of twenty dollars per car on brick to be used in building an engine house to an elevator on the company's grounds. The Commissioner law reads:

"No railroad corporation shall charge, demand, or receive from any person, "company, or corporation, for the transportation of persons or property, or "for any other service, a greater sum than it shall at the same time charge, "demand, or receive from any other person, company or corporation for a like "service, from the same place, or upon like conditions and under similar cir- "cumstances; and all concessions of rates, drawbacks and contracts for spe- "cial rates shall be open to and allowed all persons, companies and corpora- "tions alike, at the same rate per ton per mile by car load, upon like condi- "tions and under similar circumstances." * * *

The railroad company evidently considered an elevator different from a private building, and on that account made the special rates. The law quoted above recognizes special rates, and the question for the Board to settle is whether the distinction is justifiable.

The local business of the railroads requires elevators, and the convenience of the people requires elevators, the erection of which might justify special rates from the companies, completing the railroad as a transporting power.

This case was one where an addition was built to an elevator, to be used as an engine house. It is reasonable to suppose that the additional safety to the elevator, and consequently to railroad property and business convenience, justified the company in making the special rate. It is customary for companies to give rates to public enterprises, and to enterprises in which they are partially interested, such as on materials to make roads to reach their stations, materials to construct factories, and material worked up in them, and product from them.

Both shippers are private individuals, but the use to which they applied the brick is different as regards their relations to the public. The railroad companies generally see to it that elevators are built, that the particular station may get its share of business. The store-keeper is assured more trade after the elevator is built, and further assured of its safe continuance by every safeguard that can be added to it. Elevators are often built by public enterprise to assure general convenience, the railroad company hauling the material, usually, at reduced rates.

The Commissioners think that there is a clear distinction in this case that justifies discrimination contemplated by the law-maker. One elevator man should have the same rate as another for car load lots, and one citizen the same rate as another for the same amount of goods of the same class under like conditions and circumstances.

As the Board interprets the law the same amount of the same class of goods should be carried the same distance for the same price, unless in exceptional cases like the one under consideration, and whenever a difference is made there should be good reason for it outside of favoritism.

The Commissioners therefore do not find that Spencer Bros. were unjustly discriminated against.

Des Moines, Iowa, September 12, 1882.

— — —

H. H. WITHINGTON, TOLEDO, IOWA, *Complainant,*
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAIL-
WAY AND CHICAGO & NORTHWESTERN RAILWAY
COMPANIES, *Respondents.*

Filed August 26, 1882.

TOLEDO, IOWA, August 25, 1882.

To the Honorable Railroad Commissioners of the State of Iowa:

DEAR SIRS—I present for your consideration and adjustment a matter which it seems I can have settled in no other way. The difficulty took place last March, and since then, and now has become somewhat complicated; therefore, please bear with me, and as best I can I will set the matter before you. About the fifteenth of March, 1882, I purchased of Thos. B. Wales, Jr., of Iowa City, Iowa, the imported thoroughbred Holstein heifer, "Alsie," No. 1631 of Holstein herd-book. "Alsie" was two years old March 3d, and was bred to the imported bull "Roclof," No. 989, Vol. v of

Holstein herd-book. Mr. Wales said the heifer was due to calve some time in April. On March 20th, Mr. Wales shipped the heifer *via* Cedar Rapids; consequently, over the Burlington, Cedar Rapids & Northern and the Chicago & Northwestern Railways. The heifer started from Iowa City at 2:15 P. M., March 20th, at which time Mr. Wales telegraphed to me of her shipment. I did not get the telegram until the 21st, about noon. Had there been no delay the heifer should have been in Toledo the 21st, on the 7 o'clock A. M. freight. Thinking, perhaps, she might have come to Tama City, two miles south of Toledo, and the starting point of the Toledo & Northwestern Railway coming to Toledo, some time during the day of the 21st, I went there at 3 P. M., but she had not yet arrived. Early the morning of the 22d, I again went to the depot at Toledo, and was told that the heifer came on the 9 P. M. freight March 21st. Accordingly I paid charges and the car was then opened, when I found the heifer loose in the car without a sign of feed or bedding of any kind, and a dead and frozen calf at her feet. The heifer was very weak from labor, and lack of food and drink. I had no doubt but what Mr. Wales properly cared for the heifer when he shipped her, and I believed the neglect and abuse came through the Northwestern Railway Company, so I immediately filed claims against the Chicago & Northwestern Railway Company for damages and loss to the amount of \$125, of which the following is a copy:

TOLEDO, IOWA, March 22, 1882.

R. C. RICHARDS, *General Claim Agent for Chicago & Northwestern Railway Company*:

DEAR SIR—Allow me to present through E. B. Arnold, station agent at Toledo, Iowa, claims for loss and damage to the amount of \$125, on thoroughbred Holstein heifer, "Alsie," No. 1831, Holstein herd-book, said loss and damage occasioned through neglect and delay of your railway company during shipment from Cedar Rapids to Toledo. The heifer was with calf, and due to calve in April; was found in car this morning with dead calf at her feet; was not tied, and had neither feed nor bedding of any kind in car. She was shipped in good condition by Thos. B. Wales, Jr., from Iowa City, and left there at 2:15 P. M., as per telegram received, March 21st. Had she been forwarded without delay, and provided with feed and bedding, no damage would have been occasioned. Please give the matter careful attention.

Very truly,

H. H. WITHINGTON, Toledo, Iowa.

About April 20th, the station agent gave me a rope halter to which was tied a tag bearing my address. Agent said he found it in the car in which the heifer was shipped. When I took the heifer from the car I saw no rope, nor did any of the persons whom I had to witness the condition in which the heifer was found. Among those who inspected the car were H. B. Bellden and S. M. Loomer, of Toledo, and John Hogden, of Gladbrook. I do not doubt but what the rope was found in the car, but none of us saw it at the time, not even the agent. On May 5th, I received from R. C. Richards, General Claim Agent for Northwestern Railway Company, an answer to my claim, of which the following is a copy:

CHICAGO, May 3, 1882.

H. H. WITHINGTON, *Toledo, Iowa*:

DEAR SIR—Replying to your letter of March 22d, presenting claim for damage to heifer, and loss of calf by premature birth, would say that I have investigated the same, and find that when the cow was delivered to us at Cedar Rapids she was in poor condition and apparently sick; that she was placed in car by transfer man, and tied by him; that no bedding was furnished us, and we, therefore, left her in car as received. The car in which she was placed was dispatched by the first train after receipt, and we do not consider there was any delay or neglect on our part in any way, and I must

therefore respectfully decline entertaining any claim for injuries received by cow, or death of calf.

Yours truly,

R. C. RICHARDS, G. C. A.

After receiving Mr. Richards' reply, I consulted Messrs. Ebersole & Willett, attorneys, at Toledo, and they gave it as their opinion that the Burlington road, having received the heifer in good condition and abundantly supplied with feed and bedding, it was *their* business to properly make the transfer at the Rapids and deliver her as received. I then sent a claim for loss and damage to the Burlington road, of which the following is a copy:

TOLEDO, IOWA, July 1, 1882.

Gen'l Claim Agt. for the Burlington, Cedar Rapids & Northern R'y Co.:

DEAR SIR—Allow me to present claims for loss and damage to the amount of \$125.00. Said damage done to thoroughbred Holstein heifer "Alsie," No. 1681 of Holstein Herd Book, resulting in premature birth of calf, either during transit over your road from Iowa City to Cedar Rapids, or through gross neglect or carelessness in transfer from your road to the Northwestern, on March 20, 1882. Now, my dear sir, I beg your time for the perusal of a somewhat lengthy explanation, which is necessary to set forth the facts in their true fullness. The heifer is an imported animal, and was purchased of Thos. B. Wales, Jr., of Iowa City, Iowa, and by him was shipped from Iowa City, March 20, 1882, as per telegram, of which the following is a copy:

"IOWA CITY, March 20, 1882.

"Shipped heifer; starts at 2:15, by way of Cedar Rapids.

T. B. WALES, JR."

On March 21st I received the telegram, but the heifer did not arrive until sometime during the night of the 21st, and on opening the car early the morning of the 22d, the heifer was found to be *not tied* and without feed or bedding of any kind, and a dead calf at her feet. She was due to calve in April. The night of the 21st and morning of the 22d were very cold, and going so long without food aided in giving her inflammation of the udder which followed, and from which she has not yet fully recovered. Mr. Wales informs me, and is willing to take oath to the same, that the heifer was shipped in good condition and supplied with feed and bedding sufficient to last for a much longer journey. When the heifer arrived and I saw the condition she was in, and the neglect to which she had been subjected, I at once thought the blame belonged with the Northwestern Company, and I at once entered, complying with the conditions of the company in such cases, claims for loss and damage to the amount of \$125.00, a very moderate estimate of the loss sustained. On May 5th I received an answer to my claim from R. C. Richards, Gen. Claim Agt. for N. W. R'y Co. After receiving Mr. Richards' reply I learned from good counsel that it was the business of the road on which the heifer was first shipped to properly transfer her, and to deliver her in same condition as received. Now, had your company transferred the feed and bedding with the heifer, and properly tied her, the chances would have been in her favor to have made a safe journey and at least have exempted you from neglect. Even if bedding alone had been transferred it would have rendered the car bottom less slippery and consequently lessened the danger of injury. Please give this matter your careful attention. Inclosed you will find my sworn affidavit before E. C. Ebersole, J. P., at Toledo, Iowa, to the truthfulness of the foregoing facts.

Address,

H. H. WITHINGTON,
Toledo, Tama Co., Iowa.

July 14th, I received the following answer:

CEDAR RAPIDS, July 12, 1882.

Your favor of July 1st.—Would say that we delivered the cow to the agents of the Chicago & Northwestern Railway, at Cedar Rapids, so far as external appearances are concerned, in good order.

Yours,

A. L. MOHLER.

To this I replied as follows.

TOLEDO, July 18, 1882.

A. L. MOHLER, *Cedar Rapids*:

DEAR SIR—Your's of the 12th is at hand, but you fail to deal with the real issue of the case. There is no doubt on the part of any one but what "the external appearances" of the heifer were about as good when you delivered her to the N. W. Co. as they were when you received her a few hours before, for she was properly cared for when you received her at Iowa City. But the point is this: Ought not your company to have transferred feed and bedding? And accident and loss having occurred from neglect to so transfer, is not your company responsible for such loss? You say you "delivered the cow to the agents of the Chicago & Northwestern Railway." No doubt of that; but if I ship stock to you do I not also deliver such stock to the agent of the road at the place from which such shipment is made? But does the fact of my delivering the stock to the agent of the road exempt me from responsibility, if loss and damage occur through my neglect to supply the animal with food and bedding? And it seems to me that your company, being properly furnished with things necessary for the comfort and health of the animal, are equally responsible as the first party would be. Please answer.

Yours truly,

H. H. WITTINGTON.

Then on July 21st comes the following:

CEDAR RAPIDS, IOWA, July 19, 1882.

H. H. WITTINGTON:

DEAR SIR—I am prepared to discuss this matter with you personally. I have nothing further to add than our previous expression. I believe that we were right, and fulfilled our obligation up to and including the time of the delivery of this property to our connecting line.

Yours,

A. L. MOHLER.

To this I replied thus:

TOLEDO, July 25, 1882.

A. L. MOHLER:

DEAR SIR—Yours of the 19th received. From both your first and last letter it seems evident that you intend to evade anything like a complete answer. Should I discuss this matter with you further it will be in a few days, and by proxy. But it seems best that I place this matter in the hands of the Railroad Commissioners, where, no doubt, justice may be reached without further parley.

Very truly,

H. H. WITTINGTON.

Mr. Wales, I believe to be an upright man. He tells me that the heifer was abundantly supplied with feed and bedding, and shipped in good condition; says he shipped one to Michigan at the same time, and more forward with calf than "Alsie," and she went through all right. In regard to the

value of the calf, Mr. Wales says that a calf of the pedigree of the one lost is worth \$175, at six weeks old; and reference to any reliable breeder of Holstein cattle would, I think, confirm his statement. Another item, about which I said nothing to the railway company, was the loss of three inches of the heifer's tail by freezing. There being no bedding in the car, her tail became wet in her litter at time of giving birth to her calf, and the bush was found frozen when I took her from the car. I hoped to save it, but in May the end came off. This may seem a small matter, but any stockman would tell you that a stub tail would damage her for the show ring, for which she is otherwise well adapted. Knowing that this matter will receive your careful consideration I will add nothing further. Further information will be cheerfully given, or questions answered if desired.

Respectfully yours,

H. H. WITHINGTON.

Toledo, Iowa.

IOWA CITY, March 24, 1882.

MESSRS. H. H. WITHINGTON & SON, *Toledo, Iowa*:

MY DEAR SIR—I arrived home from the east last evening, and then learned through my son that he had just received your letter of 22d inst., with the sad news of the loss of the calf and the illness of the heifer. He had previously received yours of the day before, enclosing draft for \$305.80. The heifer was placed in the car by my son, and properly fastened, and with plenty of bedding and hay; in fact there was so much brought by my team that I understand there was a question of taking some back, but it was all left, enough for three head, the men say. The run from here to Cedar Rapids is only thirty-two miles, and the train left at 2:15, so it must have reached there before night, and the heifer should have been delivered to the Northwestern at once, which probably was the case. Of course I cannot say, but I judge that the fault was with the Northwestern road, who should have forwarded the stock by first train, and probably neglected to do so, hence the delay you mention. I shall be glad to assist you in all possible ways to recover damages; and if I can do you any real service in the matter, will go to Cedar Rapids at any time you may name. While I was away my son sent a heifer, more forward if anything than yours, to Michigan, and no harm came of the journey. I hope you will inform me how the heifer gets on. I am inclined to think she will come out all right, and the only loss will be that of the calf. If you wish to replace it I will let you have one at reduced price, on account of your loss.

Very truly yours,

THOMAS B. WALES, JR.

The complaint was received on August 26, and a copy sent to C. J. Ives, General Superintendent of the Burlington, Cedar Rapids & Northern Railway, and also to Marvin Hughitt, General Manager of the Chicago & Northwestern Railway. Their replies were as follows:

CEDAR RAPIDS, IOWA, September 11, 1882.

E. G. MORGAN, *Secretary R. R. Commissioners, Des Moines, Iowa*:

DEAR SIR—In reply to yours of 6th, I find on investigation that all the papers in claim of H. H. Withington are now in the hands of Mr. Hughitt, general manager of the Chicago & Northwestern Railway, but am advised by our people that the animal was delivered to that railway company in good condition and so receipted for. In this view of the case the liability, if any, for damages, would be with that company.

Yours truly,

C. J. IVES, *Gen'l Supt.*

CHICAGO & NORTHWESTERN RAILWAY CO.,
LAW DEPARTMENT, CHICAGO, Sept. 14, 1882. }

To the Railroad Commissioners of the State of Iowa:

GENTLEMEN—I have received yours of September 6, stating complaint of H. H. Withington, of Toledo, Iowa. I have caused a careful examination to be made of the matters stated in the complaint, and find the facts to be as follows: On the 20th day of March, 1882, a cow was delivered to the Burlington, Cedar Rapids & Northern Railway at Iowa City by T. B. Wales, Jr., consigned to H. H. Withington, Toledo, Iowa. The cow reached Cedar Rapids and was delivered to this company March 21st at about ten o'clock in the morning by the transfer company at that place. She then appeared to be sick, and was very poor. The agent of the transfer company placed her in a car and tied her there. That car left for Toledo at 1:05 P. M. on the same day, and arrived at Toledo the same night. During the trip the cow gave birth to a calf, which was found dead in the car. No bedding was put in the car for the cow, as none was provided for her use. The cow was taken away precisely as she was delivered to this company by the transfer company. No notice was given to this company that the cow might be expected to calve on the route, nor was any suggestion made that any extra care should be taken of her on that account. It is evident that the cow would have come through properly if it had not been for the fact of the calf's being born that night in the car, concerning a prospect of which nothing was said to this company. I submit that it cannot be reasonably required of this company to take notice of the condition of all the animals delivered to it by the transfer company and provide extra accommodations for such animals as might be expected to need them, since indeed no notice was given this company of the condition of the animal, nor could this company be required to furnish bedding for animals shipped in its cars without its being contracted for by the parties shipping the animals. Second: A release was executed by Mr. Wales, the shipper, releasing the Burlington, Cedar Rapids & Northern railway company and all other lines over which the cow might pass from all damages to her not caused by a collision of the train. No contract was made with this company for the transportation of a calf, or for any care to be taken of a calf. The company transported the cow, as was its duty to do, and no serious damage seems to have been done, and none at all by the fault of this company. I submit that the shipper of an animal in the condition in which this cow was should have taken precautions to have provided proper bedding, and have notified the company of the extra care that might be required for the animal. Of course this company does not keep quantities of bedding on hand, nor is it required by law or custom to furnish bedding for animals transported in its cars. This is the duty of the shipper.

B. C. COOK, *General Solicitor.*

DES MOINES, IOWA, Sept. 19, 1882.

B. C. COOK, Esq., *General Solicitor C. & N. W. R'y, Chicago:*

DEAR SIR—Your letter of September 14 in reply to complaint of H. H. Withington, Toledo, Iowa, is at hand, and in reply I am instructed by the Commissioners to send you an extract from the letter of Mr. Wales, of Iowa City, the shipper of the cow, which is as follows: "The heifer was placed in the car by my son and properly fastened, and with plenty of bedding and hay—in fact there was so much brought by my team that I understand there was a question of taking some back, but it was all left, enough for three head, the men say."

The Commissioners would like to hear from you as to whose duty it was to transfer the bedding, etc.; whether the Burlington, Cedar Rapids &

Northern Railway Company, the transfer company, or the Chicago & Northwestern Railway Company; also the relation of the transfer company to the railway company.

You say: "nor could this company be required to furnish bedding for animals shipped in its cars without its being contracted for by the parties shipping the animals."

Was Mr. Wales in fault? Was it his duty to have sent a man along to take care of the cow, or was it his duty to notify the company of the extra care that might be required for the animal?

Please state the charges for the transportation of this animal as compared with the ordinary charge for shipping cattle.

By order of the Board,

E. G. MORGAN, *Secretary.*

CHICAGO, September 21, 1882.

To the Board of Railroad Commissioners of the State of Iowa, Des Moines, Iowa:

GENTLEMEN—The letter of your Secretary, of the 19th, is received. Of course I do not know anything of the circumstances under which the heifer was placed in the car of the B., C. R. & N. R'y Co. I only know that the heifer was brought and tied in our car by the transfer company, and that no bedding was placed there. The transfer company is the same to us as any other shipper. That company is not connected in any way with this company, but is employed sometimes in taking freight from the cars of this company to the cars of others, and is employed by other companies in bringing freight to us. In this latter capacity it is not our agent at all. You ask if Mr. Wales was in fault. I answer that in my opinion that either Mr. Wales or the B., C. R. & N. R'y Co. was in fault. Undoubtedly, as a prudent man, it was the duty of Mr. Wales in shipping the cow just ready to calve, to take such measures as would secure bedding for the cow, and proper care. If he shipped the cow on the B., C. R. & N. R'y Co., without having made any provision for the bedding of the cow being transferred, or without sending a man to look after it, shipping the cow just as other animals are shipped, the universal custom being not to furnish bedding, then he was guilty of the want of proper care, and the fault is his. If he contracted with the B., C. R. & N. R'y Co., stating the condition of the cow to them, to furnish or to transfer bedding, then it was the duty of the B., C. R. & N. R'y Co. to see that the bedding was transferred precisely as it was its duty to see that the cow was transferred itself. I repeat that it cannot be the duty of this company, in my opinion, to have known that that cow would have required bedding, and to have had bedding in readiness and in the car when the cow was shipped, or to have provided bedding without compensation, and without being notified to do so, and without being at all notified that it would be necessary. I do not think that your Board will require us to have stacks of bedding in readiness at every point where we ship cattle, and experts to determine in what cases such bedding is necessary; while I think it would be a proper rule to require us to take extra care of an animal in the condition of this one, where we had been notified that such care would be necessary, and the proper bedding had been provided or contracted for by the shipper.

I am very respectfully your obedient servant,

B. C. COOK, *General Solicitor.*

P. S.—As to rates, we have, and I believe all railroads have, a uniform custom of charging more for the transportation of an animal when shipped alone in a car than for a car load. Our rule is to estimate the weight of a

single head at 2,000 lbs. weight, or a single horse at 2,500 lbs. The charges of this company on this cow were \$5.80 from Cedar Rapids to Toledo. We paid the B., C. R. & N. R'y Co. \$6.05, their charges.

B. C. COOK, G. S.

TOLEDO, IOWA, September 21, 1882.

E. G. MORGAN, *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Yours of the 19th is at hand. I sent the freight-bill, with the claim for damage, to R. C. Richards, General Claim Agent for the N. W. R'y Co. This was in compliance with the conditions of the bill, in case of trouble between railway company and shipper. By my diary I find the freight on the heifer was \$11.85, and if I remember rightly the charges to Cedar Rapids were \$4.35.

Very truly,

H. H. WITHINGTON.

DECISION OF THE COMMISSIONERS.

H. H. Withington resides in Tama county, Iowa. About the 15th of March, 1882, he bought a thoroughbred Holstein heifer from Thomas B. Wales, of Iowa City. The heifer was shipped at 2:15 P. M. on March 20th at Iowa City, *via* the Burlington, Cedar Rapids & Northern Railway and Chicago & Northwestern Railway to Tama City. She reached Cedar Rapids on the 20th, and was delivered by a transfer company to the Chicago & Northwestern at 10 A. M. March 21st, and reached Tama City at 9 P. M. of the same day. The heifer was due to calve in April. R. C. Richards, of the Chicago & Northwestern, says she was in poor condition and apparently sick when received from the Burlington, Cedar Rapids & Northern. When the car was opened on the morning of the 22d at Tama City a calf was found with the heifer, dead and frozen. Mr. Withington complains that the heifer suffered because food and bedding were not transferred from the Burlington, Cedar Rapids & Northern car to the Chicago & Northwestern car. When it was cold enough to freeze a calf bedding was undoubtedly necessary, but the transfer company could not be expected to move that which had been under the heifer in the Burlington, Cedar Rapids & Northern cars, and no bundles were shipped with her for that purpose. The Chicago & Northwestern Company had no notice of the condition of the animal that would have suggested extra care, nor does it appear from the correspondence that the train men of the Burlington, Cedar Rapids & Northern had notification of her liability to need special attention. The heifer would not have suffered for want of food from Cedar Rapids to Tama City.

The trip from Iowa City to Tama City was made reasonably fast, and we fail to find negligence on the part of either company. The heifer required expert personal attention during the journey, and if Mr. Withington was not aware of the time of pregnancy of the heifer, Mr. Wales risked her life in shipping her under such circumstances. Correspondence shows that cows have been shipped safely alone in similar condition, but it is well established among stockmen that excitement, such as transportation by rail,

will often cause mishaps. The Board, therefore, are of the opinion that the negligence of the shipper was the cause of the loss, and the railway companies are not liable for damages.

Des Moines, Iowa, December 19, 1882.

TOLEDO, IOWA, December 22, 1882.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—A copy of your decision on my claim for damages of C. & N. W. and B. C. R. & N. R'y Cos. is received. I thank you for your careful and candid investigation of the case, and I suppose your conclusions are correct, but it turns out different from what I expected. I had no doubt at the start but the railway companies were responsible for the damages, but it appears from the facts gathered by your honorable Board that the shipper, Mr. Wales, was at fault. I shall send him a copy of your decision, and if he is as ready to do justice as he would be to receive justice, he will make it satisfactory. Indeed, it would be for his *interest* to do so.

Very respectfully,

H. H. WITHINGTON.

M. DAVISON, PRESIDENT PLANO C., L. & M. CO.,
PLANO, IOWA, *Complainant*,

vs.

WABASH, ST. LOUIS & PACIFIC RAILWAY COMPANY,
Respondent.

} *Breach of Contract.*

Filed August 26, 1882.

PLANO, IOWA, August 25, 1882.

Railroad Commissioners:

GENTLEMEN—We have been at large expense in sinking a coal-shaft on the line of the Wabash, St. Louis & Pacific Railway, at Plano, Iowa, and had the promise of a side-track by the M., I. & N. R'y, the predecessors of the Wabash. We were to grade and tie the side-track. We have done so. Now the Wabash Company wants to compel us to contract our coal to them without allowing us a living rate, and refuse to put in said side-track unless we work for them for almost nothing.

Have we any remedy, or must we fill up the coal-shaft and quit the business, after investing \$8,000. Please answer.

Respectfully,

M. DAVISON,
President Plano Coal, Land & Mercantile Co.

DES MOINES, IOWA, August 30, 1882.

M. DAVISON, Pres. P. C. L. & M. Co., Plano, Iowa:

DEAR SIR—Your letter of August 25th was duly received and contents noted. The Railroad Commissioners understand you to ask them if there is any power in the Commission or the law to compel the Wabash, St. Louis & Pacific Railway Company to lay a side-track from their road to your coal mine. They think there is not, unless through your agreement with their predecessors, the Missouri, Iowa & Nebraska Railway Company. If you will send them a copy of this contract (which they suppose to be in

writing), they will examine it, and if there is any remedy will communicate with the officers of the railway.

The Board judges that you would hardly invest eight thousand dollars in the shaft and fixtures of a coal mine dependent for its successful operation upon railway facilities, without a written contract in which your agreements were fully set forth.

Under the provisions of the general railroad law any company can build a railroad where it chooses by complying with certain conditions. After it is built it is subject to State regulation, but the Commissioners know of no power in the State to compel a company to build a road or a siding to a coal mine.

They understand that it is the duty of the company to operate all roads they have built.

By order of the Board,

E. G. MORGAN, *Secretary.*

A copy of the complaint was sent James F. How, Third Vice-President of the W., St. L. & P. Co., who replied as follows:

ST. LOUIS, Mo., Sept. 16, 1882.

E. G. MORGAN, *Secretary Iowa Railroad Commissioners, Des Moines, Iowa:*

Please see your letter to me, Sept. 7th, with correspondence of our General Superintendent in relation to same. I think after reading it that you will feel as I do, that Mr. Davison has nothing to complain about, as he did not keep his part of the agreement he had with our company.

After satisfying yourself that we have done no wrong in the matter, will you please return the papers to me.

Yours truly,

JAMES F. HOW, *3d Vice-President.*

The Commissioners, after an examination of the papers sent by Mr. How, found that Mr. Davison made a new contract with the W., St. L. & P. R'y Co., to have the side-track built on the 7th of September, and as he has never replied to their letter of August 30, they have dismissed the complaint.

RAND LUMBER COMPANY, BURLINGTON, IOWA,
Complainant,
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD
COMPANY, Respondent. } *Discrimination.*

Filed Sept. 19, 1882.

OFFICE OF RAND LUMBER COMPANY, {
BURLINGTON, IOWA, Sept. 10, 1882. }

HON. JAMES WILSON, *Traer, Iowa:*

DEAR SIR—We wish to know if the rates of freight on lumber by the car load as established and charged by the Chicago, Burlington & Quincy R. R. Co. from Mississippi points, namely: Keokuk, Montrose and Ft. Madison,

west, are approved and sanctioned by the Railroad Commissioners of Iowa. The rate from Keokuk to Burlington is $7\frac{1}{2}$ cents per 100 pounds, Montrose to Burlington $6\frac{1}{2}$ cents, Ft. Madison to Burlington $5\frac{1}{2}$ cents. The rate of freight on lumber from Burlington to Chariton, Iowa, 130 miles, is $12\frac{1}{2}$ cents per 100 pounds; from Keokuk to Chariton $12\frac{1}{2}$ cents, Montrose to Chariton $12\frac{1}{2}$ cents, and Ft. Madison the same, the railroad company shipping the lumber up and through Burlington to these points without any additional charge. This is the case to all points west, as far as the Missouri River. Now, we believe this to be an unfair and unjust discrimination against Burlington and our interests. The citizens of Burlington and Des Moines county have made large donations and investments to aid in the construction of said railroad, for which we are now paying heavy taxes, hoping thereby to secure some advantages on account of geographical position, but all such advantages are taken away by the action of the railroad company, and given to such small villages as Montrose, which has contributed nothing for their construction, and is entirely free from local taxation. If such practices are to obtain in Iowa, and are approved and sanctioned by the Railroad Commissioners, we may as well abandon our real estate in Burlington and remove our lumber and business to Montrose, where we can live cheaper and avoid a heavy corporation tax. If the railroad company can haul from Montrose to Chariton for $12\frac{1}{2}$ cents per 100 pounds at a profit, they can haul from Burlington to Chariton for less than $12\frac{1}{2}$ cents, Montrose being 32 miles below Burlington. We ask for a fair show for business, on account of geographical position, and must have it.

Yours truly,

W.M. HORNER, *Secretary.*

A copy of this complaint was sent T. J. Potter, General Manager of the C., B. & Q. R. R., who replied as follows:

CHICAGO, ILL., Oct. 2, 1882.

E. G. MORGAN, *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I have before me your favor of 19th inst., transmitting complaint of Wm. Horner, Secretary of the Rand Lumber Co., alleging discrimination against Burlington in the fact (which we admit) that our rates on lumber to points on our road in Iowa are the same from Montrose, Keokuk and Ft. Madison as from Burlington, although the distance is greater. In the course of my experience I have not always found it easy to reconcile the views of the carrier with those of the shipper, but this is the first instance I have encountered in which a shipper complains that others are treated *as well* as he is. It is easy to conceive the feeling which may actuate a complainant when he imagines that others have *lower* rates than he for the same service, but it is not so easy to imagine a business man who actually appeals to your Board to protect him in a monopoly which he fancies should be his by reason of his geographical location. While it is almost unnecessary, perhaps, to make serious answer to so absurd a complaint, it may be well perhaps to point out to what Mr. Horner's theory of a tariff, based wholly on distance, regardless of other conditions, would lead us. All the lumber sold at Iowa river towns comes down the Mississippi from the north, and the further it is rafted the greater is the expense of that rafting.

By agreement between all roads interested the rates from all the river lumber markets to the Missouri river and beyond, are based on the cost of the lumber rather than on the distance; that is to say, the rate from Burlington to Council Bluffs is less than the rate from Clinton to Council Bluffs, though the distance from Burlington is greater, because it costs more to get lumber from the stump to Burlington than to Clinton. Now were the rates based on distance it would be seen that the lower river points, Muscatine, Burlington, Keokuk, etc., could by no possibility share in the traffic in competition with Clinton, since the former would pay higher rates on the

logs in the first instance, and higher rail rates for the lumber when shipped. Consequently it follows that were Mr. Horner's doctrine applied strictly, he might possibly be the gainer in the territory immediately adjacent to his own city, but he would be completely shut out elsewhere. It does not seem to me that the practice of making uniform rates from all the river towns needs any defense before your Board. To adopt any other course would be to close up the line of our road to all markets except Burlington, and create a monopoly in favor of that city. It should be borne in mind that the cost of getting lumber to these lower river towns is greater than to Burlington, and strictly speaking they should perhaps have even a lower rate. We have however thought it just and reasonable to allow these lower towns to compete with Burlington at even rates, and have ourselves shouldered the misfortune of the extra haul in the effort *not* to discriminate against the lumber interests below Burlington. That in doing this we should encounter a complaint from Burlington is unexpected. The president of the Rand Lumber Company personally stated to me not long since that he thought the rates from Keokuk to the Missouri river should be *less* than from Burlington. Possibly it would be well for Mr. Horner to argue this subject with his president. *Distance* cannot in all cases be made the governing factor in the making of rates; to adopt it as such would be to crush out many thriving towns and industries and in many instances create offensive monopolies, and should we pursue such a policy your Honorable Board would be inundated with complaints. Even Mr. Horner would not, I think, be satisfied with the strict application of his own rule. I should be pleased to learn the opinion of the Board in this case, since should we be adjudged to be in the wrong it would work a radical change in the policy and rates of our road, and probably of others in your State.

Very respectfully,

T. J. POTTER, *General Manager.*

DECISION OF THE COMMISSIONERS.

This is a case in which Wm. Horner, secretary of the Rand Lumber Company, of Burlington, Iowa, complains that the rate—twelve and one-half cents per cwt.—on lumber from Keokuk, Montrose and Ft. Madison to Chariton, Iowa, is the same as the rate from Burlington to Chariton, and that the same rate is charged all points west as far as the Missouri river from the above mentioned points. He also complains that if the company can haul for twelve and one-half cents per cwt. from Keokuk to Chariton, it can haul from Burlington for less, and to refuse to do so will deny to Burlington lumber men any advantage on account of location and geographical position. By agreement between all roads interested the rates from all the river lumber markets to the Missouri river and beyond are based on the cost of the lumber rather than on the distance; that is to say, the rate from Burlington to Council Bluffs is less than the rate from Clinton to Council Bluffs. The Mississippi river is the furnishing point for all initial Iowa lumber manufacturing markets. It costs more to raft logs to Keokuk than to points farther up the river. If less freight to points west were not charged by the railroads from southern than northern markets the most northerly market on the river would do all the business at points that it could reach by railroad. The principle Mr. Horner asks to be applied for the benefit of Burlington as against points farther south would ruin the lumber business of that town where it came into competition with points farther north. The railroad

companies encourage manufacturing on their lines in Iowa by rates that enable competition with points in States farther east, and in this instance have arranged amicable rates that enable lumbermen all along the Mississippi river front to compete with one another, the railroad companies taking into consideration the cost of logs and encouragement necessary. To change this would stop most of the southern lumber markets on the river, and with regard to manufactures in the interior of the State the same result would follow. The present arrangement respecting lumber enables all to do business while the compensation to the railroads varies. To a great extent a railroad company must protect the business on its lines in competition with like business conducted on rival lines under more favorable circumstances, or it loses that particular business. The Railroad Commission do not think it is their duty to so interfere as to destroy business so helped by a railroad company at its own expense for the purpose of adding that business to another locality.

The Commissioners understand Mr. Horner's complaint to be based upon the idea that a *pro rata* rate per mile should govern the Chicago, Burlington & Quincy Company in arranging their tariffs on lumber from the Mississippi river to points west. If this rule should govern in the shipment of lumber it should also in all other freight, and yet, outside of wool, butter, and possibly some other condensed forms of agricultural productions, there is nothing from the soil of Iowa that under a *pro rata* rate would bear transportation to the Atlantic cities. The principle underlying Mr. Horner's complaint, the Commissioners think, would be fatal to almost every Iowa interest, and if they are correct in their information, few interests would suffer more than the lumber manufacturers. The rate from Burlington west is not understood to be oppressive or unreasonable, and until it is so claimed the Board do not feel that it is their duty to disturb it, even if other points less favorably located receive the same.

Des Moines, Iowa, October 14, 1882.

GEORGE BENEDICT, MAXWELL, IOWA,
Complainant, }
vs. }
CHICAGO, MILWAUKEE & ST. PAUL }
RAILWAY COMPANY, Respondent. } *Damage to can of oil.*

Filed, September 28, 1882.

Mr. Benedict shipped from Dubuque by the Chicago, Milwaukee & St. Paul Railway to Maxwell a can of oil, which he claims was burst open while in transit, and oil to the value of \$3.97 wasted. He says: "the company refuses 'to pay damages on the ground that the goods were shipped at owner's risk.'

A copy of the complaint was referred to General Manager Merrill of the C. M. & St. P. R'y, who after an investigation of the matter, ordered the

claim paid, although his company had carried the oil at half the regular rate on account of shipper assuming all risk of accidents while in transit.

Complainant acknowledged receipt of the money and asked to have the case dismissed.

TOWNSHIP TRUSTEES OF RED OAK, MONTGOMERY
COUNTY, IOWA, *Complainants*,
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent*. } Discrimination.

TOWNSHIP TRUSTEES OF GRANT v. SAME.

JOHN HATSWELL, OF RED OAK, v. SAME.

Filed, October 5, 1882.

To the Honorable Board of Railroad Commissioners of the State of Iowa:

The undersigned trustees of the township of Red Oak, in the county of Montgomery, State of Iowa, respectfully represent and show to your honorable Board, that there now exists in said county an unlawful combination between certain persons who are engaged in buying and shipping grain and other products of the country at the different railroad stations in said county and the Chicago, Burlington & Quincy Railroad Company, which said unlawful combination has been regularly formed by the adoption of written articles of association, containing pledges, promises, and penalties.

And your petitioners say that they are informed and believe that the aforesaid articles of association are to the effect that the members of said association bind themselves under penalties to ship all the grain and other products purchased by them to some eastern market by way of Chicago, over the said railroad company's road, and that said railroad company binds itself to give the members of said association advantages and facilities for shipping the commodities purchased by them, over other shippers of like commodities, and to give such members concessions of rates, drawbacks or contracts for special rates not given or allowed to other shippers.

We, therefore, pray that you will without delay investigate the matter and apply such remedy and relief in the premises as may be within your power under Chapter 77 of the Acts of the Seventeenth General assembly of the State of Iowa.

L. N. HARDING, { Trustees of Red
C. F. HALL, { Oak township.
HENRY PETERSON. }

RED OAK, IOWA, October 3, 1882.

DEAR SIR—Enclosed please find a petition from the trustees of Red Oak township in this county to the Board of Railroad Commissioners, requesting them to investigate a complaint made about certain combinations here between certain persons and the C. B. & Q. R. R. Co., which the petition in part sets forth.

I request that you will at once and without any delay notify the members of the Board of the fact that the application for an investigation has been filed, and that the petitioners are urgent for a speedy investigation, and desire that it be held at Red Oak.

Yours very truly,

Z. T. FISHER.

Similar complaints were about the same date filed by the township trustees of Grant township, Montgomery county, and also by John Hatswell, of Red Oak, against the Chicago, Burlington & Quincy Railroad Company.

These cases being the same in all their facts the determination of the one case substantially disposes of all of them.

DECISION OF THE COMMISSIONERS.

This is a case in which the trustees of Red Oak township, Montgomery county, complain that there is an unlawful combination existing between grain-buyers at different railroad stations in Montgomery county and the Chicago, Burlington & Quincy Railroad Company; that there is an association of grain-buyers bound together for mutual benefit by articles of association, containing pledges, promises and penalties; that said association bind themselves under penalties to ship all grain and other produce to eastern markets over the C., B. & Q. R. R.; that said company binds itself to give the members of said combination better facilities for shipping than persons outside of the combination; and further, it binds itself to give the members of said combination concessions in rates not given to persons outside of said combination for like commodities under "like conditions and circumstances."

The Board notified the C., B. & Q. R. Co. of these complaints, and by correspondence and intercourse with its officers became possessed of all the facts in the case from both sides. The question raised comes under section 11, of the acts of the Seventeenth General Assembly, for the establishment of a Board of Railroad Commissioners, which is as follows: "No railroad "corporation shall charge, demand or receive from any person, company or "corporation, for the transportation of persons or property, or for any other "service, a greater sum than it shall at the same time charge, demand or "receive from any other person, company or corporation for a like service "from the same place, or upon like conditions or circumstances; and all "concessions of rates, drawbacks, and contracts for special rates, shall be "open to and allowed to all persons, companies and corporations alike, at "the same rate per ton per mile by the car-load, upon like conditions and under "similar circumstances." * * * Mr. T. J. Potter, General Manager of the C., B. & Q. R. R., says that the charge that a rate is given to this association that would be denied under similar circumstances to others, is not correct.

This case raises the fair construction of the statute quoted. A technical construction would render it useless, as far as preventing discrimination is concerned, because circumstances are never quite the same with regard to shipments. An association may be able to offer more goods than an individual of a given product of a special industry, and no good reasons exist for getting a lower rate than should be given to the individual who can offer the carrier less goods of the same product, in the same line of business. The association may own elevators that have cost considerable

capital to build, and railroads require elevators, but that is not a good reason why an individual who does not own an elevator should pay more for transportation if he loads without delay. There are about one thousand stations in the State. To each of these trains go daily to gather together the cars loaded for market. The shippers send, as it happens, one or more cars daily. Provision is made by all companies to take all the cars offered. The theory of the law is that it should cost about the same for like distances on all roads, giving to parallel roads about what produce grows, or is prepared for market, on tributary territory. The railroad manager knows about what locomotive power will be required at any season to do the work of carrying. The capacity of all the roads to move freight is equal to the requirement for it. From the standpoint of the carrier's interest, it is needless to make a rate less than what is fair and reasonable. From the shipper's standpoint, the rate should not be more than fair and reasonable. When such arrangements exist for moving the crops to market, to give rebates to any individual gives him an advantage over other shippers that he has no right to. When rebates are given to an association of shippers that are denied to an individual it puts him at a disadvantage in purchasing and tends to encouragement of monopolies, resulting in neighborhood dissatisfaction. "Like conditions and circumstances" seems to us to be applicable to all shipments made in the usual course of business arising as above described, where a shipper loading from an elevator or on the side track should expect the same rates. There is no good reason why a farmer or merchant should not get the same rate as an elevator man gets, provided he loads substantially in the same time. Grain is nearly all sent to market through elevators, and the investment in elevators has sufficient advantage over side track loaders without rebates. We do not believe that the law requiring like rates under like conditions and circumstances justifies distinctions between owners of elevators and other shippers.

In this case we recommend that like charges be made, where not less than full car load lots are offered at the same station, and if any concessions or drawbacks be given they should be open to all shippers offering freight of the same kind, in the same class, in the same line of business.

Des Moines, Iowa, Feb. 23, 1883.

J. R. JAMISON, OSKALOOSA, IOWA, *Complainant,*
vs.
CHICAGO, BURLINGTON & PACIFIC RAIL-
ROAD COMPANY, *Respondent.*

*Failure to comply with section
1288, Code of 1873.*

Filed October 2, 1882.

Mr. Jamison complains that the Chicago, Burlington & Pacific Railroad Company built their road last spring, but have failed to put in either cattle guards or crossings.

A copy of the complaint was sent John Sully, superintendent of construction, who referred it to S. C. Cook, president. Mr. Cook replied that the matter complained of was on the line of the Central Iowa Railway, and writes that he "presumes they are fully competent to attend to them." Mr. Pickering, superintendent and treasurer of the Central Iowa Railway, was then, December 7th, written to, who replied at once that owing to the failure of the contractors who had this line in charge to complete their work, his company had been obliged to assume the same. That he had ordered material for cattle guards, etc., on the ground and would put them in at the earliest possible day.

G. B. Nelson, S. C. McCune, William Burnside, Henry Steddon, and C. M. Chick, sent the Board, October 5, a complaint of the same purport as the above, which was referred to same parties with the same result.

JOHN N. HILL, FORT DODGE, IOWA, *Complainant,*
vs.
MINNEAPOLIS & ST. LOUIS RAILWAY COMPANY, *Respondent.* } *Discrimination.*

Filed October 4, 1882.

DECISION OF THE COMMISSIONERS.

John N. Hill, of Fort Dodge, writes to the Board stating that the Minneapolis & St. Louis Railway Company charges four cents per hundred pounds more on lumber from Minneapolis to Badger, than it charges to Fort Dodge, nine miles greater distance.

C. H. Hudson, general manager of the M. & St. L. R'y, says: That the regular tariff schedules to Fort Dodge and Badger are fourteen cents a hundred pounds on lumber; that owing to a cut rate made by the Illinois Central Railroad Company at Fort Dodge, a reduction of four cents a hundred pounds on lumber was made to that point. Mr. Hudson says further: That the carriage of grain and lumber from these stations to points in Minnesota is clearly inter-state; citing the decisions of the Supreme Court of Iowa, in the case of *John A. Carton & Co. v. Illinois Central R. R. Co.*, and decisions of this Board to the same effect; *D. Armstrong & Co. v. Illinois Central R. R. Co.*, report of 1879, p. 15; *McClintock v. C. M. & St. P. R'y Co.*, and *B., C. R. & N. R'y Co.*, report of 1879, pp. 17, 18; *Crandall & Eyer v. Ill. Cent. R. R. Co.*, report 1881, p 132.

The question of jurisdiction raised by Mr. Hudson is well taken, and when raised in cases of this kind precludes the Board from recommending. We cannot insist on redress for shippers from Badger, while we are clear that rates should be at least as low for the shorter as the longer haul, unless reasons for exemptions exist.

If the rate made by the Illinois Central R. R. Co., at Fort Dodge, compels equally as low rates to be made at that point by the M. & St. L. R'y Co., and

as Mr. Hudson states, the rates of the M. & St. L. R'y to Badger are less now than the tariff schedules of 1874, presumably reasonable, then, in order that the merchants and producers in the vicinity of Badger may profitably and conveniently transact business at home, the rate there should sympathize with the cut rate at Fort Dodge, as recommended by the Commissioners, in the case of *B. Lighthall v. Illinois Central Railroad Co.*

Des Moines, Iowa, January 20, 1883.

JOHN MEHLHOP, SON & CO., DUBUQUE, IOWA, *Complainants,*
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent.*

} *Discrimination.*

Filed October 23, 1882.

Complainants aver that goods shipped by them to parties along the line of the Chicago & Northwestern Railway, between Webster City and Sioux Rapids, are held by that road at Webster City and not forwarded promptly as they should be, and asked the Commissioners to investigate the matter. A copy of the complaint was sent General Manager Hughitt, who replied, that if Messrs. Mehlhop & Co. would give some specific case where freight has been delayed on the C. & N. W. R'y, between Webster City and Sioux Rapids, it would be promptly investigated. Messrs. Mehlhop & Co. subsequently wrote the Board that they thought there would be no further trouble in regard to shipments, and withdrew the complaint.

CITIZENS OF ADEL, IOWA, *Complainants,*
vs.
DES MOINES & FORT DODGE RAILROAD COMPANY, *Respondent.*

} *Failure to let passengers off
at crossing of W., St. L. &
P. R'y.*

Filed October 23, 1882.

Complainants call the attention of the Board to the fact that the Des Moines & Fort Dodge Railroad Company refuse to stop their trains at the crossing of that road with the Wabash, St. Louis & Pacific Railway near Waukeee to let off and take on passengers who desire transfer from one road to the other.

The Board called the attention of Superintendent Gilmore, of the Des Moines and Fort Dodge road, to the facts as set forth in the letter of complaint, and his reply was "that the depot owned and used by them at Waukeee had been in use since the completion of their road, and all the business "houses of the place are located adjacent thereto. The Wabash, St. Louis &

"Pacific Railway crossing was about 1,300 feet north of the depot of the Des Moines & Fort Dodge road, and trains as now run on the two roads did not "connect, and passengers had ample time to reach the depots of the respective "roads before the departure of trains. Besides, all trains were obliged to "stop before making crossing; and to stop at crossing would necessitate "three stops while passing Waukee," which he considered unnecessary.

Mr. Gilmore seemed anxious to accommodate the traveling public, and had given orders to conductors to stop and let off passengers whenever any one desired to get off at crossing.

This the Board, under the circumstances, were of the opinion was all the public could ask, and so notified the citizens of Adel.

EARL BILLINGS, OGDEN, IOWA, Complainant,
vs.
MINNEAPOLIS & ST. LOUIS RAILWAY COMPANY AND
CHICAGO & NORTHWESTERN RAILWAY COMPANY,
Respondents.

} *Failure to comply
with Section 1292,
Code of 1873.*

Filed Nov. 3, 1882.

Complainant, at the request of the business men of Ogden, calls the attention of the Commissioners to the fact that the Minneapolis & St. Louis Railway was finished to Angus in fall of 1881; that at Ogden it crossed the line of the Chicago & Northwestern Railway, and that the provisions of Section 1292, of the Code, had not been complied with; and that shippers and others desiring to transfer cars from one road to the other could not for the want of a "Y," or connecting track. The Board at once called the attention of the general managers of the intersecting roads to the requirements of the law relating to the putting in of a "Y," and both agreed to have the connecting track put in at once.

The Board are, however, advised that at this date (January 25, 1883) nothing has been done by either company, and the citizens of Ogden are patiently waiting.

E. E. GOULD, GOLDFIELD, IOWA,
Complainant,
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN
RAILWAY COMPANY, Respondent.

} *Failure to switch cars.*

Filed November 9, 1882.

Complainant avers that he is shipping goods from Des Moines over the Chicago & Northwestern Railway, and cannot unload on the "Y." Burlington folks refuse to transfer, and asks: "What am I going to do?" To a copy of the complaint Superintendent Ives writes the Board "that the 'Y' was "placed there for purposes of transfer and not as a side track. There would

"be no objection, however, to our taking any cars from the 'Y' to our depot at Goldfield for such remuneration as is allowed us under the tariff, but we could hardly be expected to do such work for nothing."

Under date of December 9 Mr. Gould wrote the Board to drop the complaint.

C. W. ROBISON, DUBUQUE, IOWA, *Complainant.*
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, *Respondent.*

} *Discrimination and overcharge.*

Filed, November 9, 1882.

DUBUQUE, IOWA, November 4, 1882.

To Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—I am obliged to call the attention of your honorable body to the exorbitant and unjust freight charged by the B., C. R. & N. Railway on lumber per car load, with a minimum of 24,000 pounds, from Independence to Oelwein, a distance of fourteen miles. Their rate is $6\frac{1}{2}$ cents per 100 lbs. As I understand the law they are allowed to charge "a reasonable rate," and if a complaint is made it is to be determined whether reasonable or not by your honorable body. I wish to enter my most solemn protest at this rate which cuts me entirely off from that point in selling my lumber. If lumber could be shipped there from Dubuque the cars used would be Illinois Central cars, and I claim and respectfully demand your immediate and kindly attention to this unjust discrimination against this point. Trusting your favorable intercession in this matter, I remain, gentlemen,

With much respect.

C. W. ROBISON.

This was acknowledged November 10, and a copy sent General Superintendent Ives of the Burlington, Cedar Rapids & Northern Railway, who replied as follows:

CEDAR RAPIDS, IOWA, November 14, 1882.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Reply to yours of 10th regarding complaint of C. W. Robison, of Dubuque, on lumber rate to Oelwein. A rate of 12 cents per 100 pounds on lumber is made by the Illinois Central Railroad and Burlington, Cedar Rapids & Northern Railway. The Illinois Central Railroad allow Burlington, Cedar Rapids & Northern Railway $6\frac{1}{2}$ cents on this rate. Mr. Robison has no cause of complaint as he gets a much lower rate than he could expect under the present arrangement between the roads. As our division of the rate is same, or very nearly so, as formerly allowed under the so called "Granger Tariff" for same distance, it cannot be called "unreasonable."

Yours truly,

C. J. IVES, *General Superintendent.*

A copy of this letter was sent to Mr. Robison, November 17.

DECISION OF THE COMMISSIONERS.

C. W. Robison, a wholesale dealer in lumber at Dubuque, ships lumber to Oelwein via the Illinois Central Railroad and the Burlington, Cedar Rapids & Northern Railway. The distance is eighty-three miles; seventy miles of the route is over the Illinois Central Railroad and thirteen miles is over the Burlington, Cedar Rapids & Northern Railway.

The joint rate is twelve cents a hundred pounds, of which, Mr. Robison says the Burlington, Cedar Rapids & Northern Railway gets $6\frac{1}{4}$ cents, while the Illinois Central gets $5\frac{1}{2}$ cents. The joint rate is altogether $6\frac{15}{16}$ cents per one hundred pounds less than the tariff of 1874; that is generally regarded as approaching reasonableness.

The Illinois Central Railroad Company evidently considers it wise to give the Burlington, Cedar Rapids & Northern Railway Company this per cent of the joint rate that it would get by adding the local rate to transfer allowances. The Illinois Central Railroad Company competes with other lines that haul from Mississippi River points, and when joint arrangements are made that are not unreasonable and that do not unjustly discriminate, there is no good cause for complaint.

The distance is less from Oelwein to points on the Mississippi River farther north than Dubuque, than from Oelwein to Dubuque.

If the Illinois Central Railroad Company and the Burlington, Cedar Rapids & Northern Railway Company see fit to make a low joint rate for a longer haul, this Board does not feel justified in interfering therewith.

Des Moines, Iowa, December 22, 1882.

L. H. DALHOFF & CO., BURLINGTON, IOWA,
Complainant, }
vs. }
CHICAGO, BURLINGTON & QUINCY, AND WA-
BASH, ST. LOUIS & PACIFIC RAILWAY COM-
PANIES, *Respondents.* }
Selection of route to market.

Filed November 10, 1882.

DECISION OF THE COMMISSIONERS.

L. H. Dalhoff & Co. are merchants, located at Burlington, Iowa. They complain that goods shipped by them on the 16th of October, 1882, from Burlington to Solomon, a point on the Omaha branch of the Wabash, St. Louis & Pacific Railway, in Mills county, were not delivered at Solomon until about November 20th.

Mr. T. J. Potter, general manager of the Chicago, Burlington & Quincy Railroad says in reply to a copy of the complaint, "that the C. B. & Q. handled none of the freight referred to."

The goods it appears from the evidence received were shipped by the Chi-

cago, Burlington & Kansas City Railway from Burlington to Sedan, a junction of the Chicago, Burlington & Kansas City Railway and the Wabash, St. Louis & Pacific Railway, from whence they were forwarded to Humeston and there held until November 20. Mr. A. C. Bird, general freight agent of the Wabash, St. Louis & Pacific Railway, admits the delay of the goods at Humeston, and says: "The delay was caused by the route selected by the shippers."

Complainant says in answer to that, if the Wabash, St. Louis & Pacific Railway could not take the goods to destination they should not have accepted them. Complainant further says that the goods could have been shipped to Malvern or Shenandoah, within fifteen miles of destination, where the Wabash, St. Louis & Pacific Railway crosses the Chicago, Burlington & Quincy Railroad, but the Chicago, Burlington & Quincy Company refuse goods for that section because the Wabash will not receive goods from the Chicago, Burlington & Quincy Company shipped from Burlington, except at certain designated points, for the reason that the Chicago, Burlington & Quincy Railroad would get pay for the long haul, and the route by the Wabash is the longer route.

The Wabash denies refusing to receive goods from the Chicago, Burlington & Quincy Railroad, except at designated points.

Messrs. Dalhoff & Co. say that they are losing their trade in the localities mentioned in consequence of the want of harmony among the railroads through whom they could promptly reach their customers.

As guarantees for the future are the objects aimed at by the complainant it is not considered necessary to enter into a more minute investigation to determine which company has been at fault.

The Board is of the opinion that the shipper has the right to select the route that he may desire. It is the duty of the railroad officials to receive freight on their respective lines and bill it as the shipper desires. The long haul may be desirable to the carrier, but the convenience of the shipper should have primary consideration. The observance of this principle will give quite as much equality in the distribution of freight as arbitrary dictation by the carrier. No one can determine for the shipper as well and as satisfactorily as himself how he wants to reach his market, and any other policy will be productive of dissatisfaction. Messrs. Dalhoff & Co. have a right to ship by the Chicago, Burlington & Quincy to Malvern or Shenandoah, and it is the duty of the Wabash, St. Louis & Pacific Railroad Company to receive goods at those points and carry them to Solomon, Imogene, and other points on their line at their customary local rates where no joint rate is arranged for, just as it is the duty of Chicago, Burlington & Quincy Railroad Company to haul goods short distances over their line that have traversed longer distances over the Wabash, St. Louis & Pacific Railway. Any other conclusion would cripple trade without giving any benefit to the carrier. Freight naturally seeks the nearest or quickest or cheapest route to market, and the fewer obstacles it meets with the better for the public.

Freight, if allowed to enjoy this freedom, will distribute itself more satisfactorily over the railroads than if arrested and diverted by the carrier.

Des Moines, Iowa, Feb. 9, 1883.

HENRY D. SMITH, MONTICELLO, IOWA, *Complainant,*
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Respondent.*

Overcharge.

Filed November 18, 1882.

DECISION OF THE COMMISSIONERS.

This is a case in which Henry D. Smith complains that the Chicago, Milwaukee & St. Paul Railway Company charges him more than a fair rate on mill feed from Delaware Junction, in Delaware county, to Monticello, in Jones county.

Mr. Smith had mill feed shipped from Aplington and other points on the Illinois Central Railroad to Delaware Junction, thence *via* the C., M. & St. P. R'y to Monticello. He was charged seven cents per hundred pounds for one car, billed September 30, 1881, and subsequently charged six cents per hundred pounds for three cars of ten tons and upwards each.

The distance from Delaware Junction to Monticello, Mr. Smith says, is twenty miles. Class "C" roads, of which this is, were allowed by the tariff of 1874 to charge five and ninety-four one-hundredths cents per hundred pounds for twenty miles, plus twenty per cent, which would equal seven and one hundred and twenty-five one-thousandths cents. The regular rate charged by the C., M. & St. P. R'y Co. is seven cents, but a special rate now made is six cents per hundred, which seems to the Board to be reasonable.

Mr. Smith mentions a misunderstanding with the Ill. Cent. R. R. Co., regarding two cars that were sent to Farley by mistake and transferred there to the C., M. & St. P. R'y, but does not insist, as we understand him, on that point being made a part of his complaint.

It is difficult to arrive at what is absolutely right in all cases of charges for hauling freight. When the Board finds railroad companies charging less than the tariff of 1874 allowed, the presumption is that it is not excessive, and we have no evidence to convince us that the charges of the C., M. & St. P. R'y Co. in this case were too high.

Des Moines, Iowa, December 14, 1882.

B. LIGHTHALL, ALDEN, IOWA, *Complainant,*
 vs.
 ILLINOIS CENTRAL RAILROAD COMPANY, }
Respondent. } *Discrimination.*

Filed Nov. 24, 1882.

ALDEN, IOWA, Nov. 23, 1882.

Secretary Railroad Commission, Des Moines, Iowa:

DEAR SIR—I wish to enter protest against the Illinois Central Railroad Company for discriminating against this place, or against me, in charges for freight on lumber from Dubuque and points east and north of there to Alden.

Their regular tariff on lumber from Dubuque to Iowa Falls, six miles east of here, is 13 cents per hundred pounds. From Dubuque to Webster City, twenty-five miles west of here, is 14 cents per hundred pounds. The rate from Dubuque to Alden is 13½ cents per hundred pounds.

Their rate now, and for nearly a year past, is 10 cents a hundred pounds to both Iowa Falls and Webster City, and as we come in direct competition with both of these cities, this discrimination in freights has, and is, working greatly to my injury.

Now, has the railroad company a right to do this, and what steps will it be necessary for me to take to obtain redress? And is there any way in which I could obtain from them the amount already paid them in excess of the 10 cent rate to these other places? An early reply will greatly oblige.

Yours, very truly,
 B. LIGHTHALL.

A copy of the complaint was sent Mr. W. K. Ackerman, President of the Illinois Central Railroad Company, November 24, and on the 6th of December the following reply was received:

CHICAGO, ILL., 5th Dec., 1882.

E. G. MORGAN, *Secretary Railroad Commissioners of Iowa:*

Your favor of the 24th ultimo, to our President, with enclosure of complaint of Mr. B. Lighthall, of Alden, has been referred to me for reply.

Our tariff rates on lumber from Dubuque to Iowa Falls are \$25.95; to Alden, \$28.45; to Williams, \$27.05; to Blairsville, \$27.35; to Webster City, \$28.00. These rates are for car loads of 20,000 pounds. About the 1st of July the Chicago & Northwestern Railway made a rate from Winona to Webster City of 14 cents per hundred, the same as from Dubuque. We protested that it was too low for 250 miles haul as against our haul from Dubuque of 172 miles, and that taking the purchase price of lumber at Winona as compared with that of Dubuque, it would rule the dealers at the latter place out of the business. The Chicago & Northwestern Railway would not agree to anything different, and in all reasonableness it seemed that we ought to protect Dubuque, and we therefore made a rate of 10 cents. The Chicago & Northwestern Railway then made the rate from Winona 12 cents, and it now stands 12 cents from Winona and ten cents from Dubuque. Had we maintained our tariff rates from Dubuque to Webster City, Dubuque and the Iowa points would have lost the business as well as ourselves.

These questions will come up, but it seems to me we have handled this one on good business principles. There has been no change in the rates to Iowa Falls or Alden, the ten cent rate at Iowa Falls referred to by Mr. Light-hall being simply our proportion of the through rates from Dubuque to points on the B. C. R. & N. R'y, and not applying to Iowa Falls locally. I may add that Webster City is twenty-two miles from Alden and I do not think this difference in rates at all interferes with the legitimate business of Alden.

I would be very glad to have the judgment of the Honorable Commission on the subject, for we mean to defend our patrons both shippers and receivers if possible.

Yours truly,

J. F. TUCKER, *Traffic Manager.*

DECISION OF THE COMMISSIONERS.

B. Lighthall is a lumber dealer residing at Alden, a station in Hardin county on the Illinois Central Railroad. He complains that he is charged $13\frac{1}{4}$ cents a hundred pounds on lumber from Dubuque, while the rate to Webster City, a station twenty-two miles west of Alden, is only 10 cents a hundred pounds. He further complains that the rate to Iowa Falls, a station on the same road, is only 10 cents a hundred pounds on lumber from Dubuque. J. F. Tucker, traffic manager of the Illinois Central Railroad, says that the 10 cent rate from Dubuque to Iowa Falls is not given to dealers, but is the Illinois Central's proportion of through business in connection with the Burlington, Cedar Rapids & Northern Railway. Mr. Tucker says with regard to the Webster City rate, that the Illinois Central formerly charged 14 cents per hundred pounds on lumber from Dubuque to that point. The rate to Williams is and was $13\frac{1}{4}$ cents and to Blairsburg \$27.35 per car of ten tons.

Mr. Tucker further says, that about the first of July, 1882, the Chicago & Northwestern Railway Company made a rate of 14 cents a hundred pounds on lumber from Winona, in Minnesota, to Webster City, a distance of 250 miles, the same rate as the Illinois Central charged from Dubuque, a distance of 172 miles. The Illinois Central thereupon reduced its rates from Dubuque to Webster, City to 10 cents a hundred pounds, when the Chicago & Northwestern reduced its rates to 12 cents, at which rates business is now being carried on by both roads.

There is a question of discrimination affecting merchants and producers, that arises whenever cut rates at competing points affect the non-competing points within reach of the competition. Whether this condition of relative advantage and disadvantages to citizens living at competing and non-competing points is justifiable, is raised whenever the situation is the same throughout the State.

The rates to Alden, Williams, and Blairsburg are the same as fixed by the General Assembly in 1874, and presumably reasonable. The complaint is concerning the relative charge to Webster City with which those towns compete.

The proposition seems plain, that if lumber can be hauled from Dubuque to Webster City for 10 cents a hundred pounds, it can be hauled to Alden, twenty-two miles less distance, for the same amount. This would include all the stations east of Webster City, where more than ten cents a hundred pounds is now charged. It would compel the Illinois Central to conform its rates east of Webster City to rates fixed by the Chicago & Northwestern—however low—that runs into Minnesota, and thereby gives an interested character to traffic over it, as held by the Supreme Court of Iowa, in the case of *John A. Carlton & Co. v. The Illinois Central Railroad Company*, unre-

ported. To require rates for shorter hauls to be made as low as for longer distances, would seem a rule just in itself, except when intruding factors like inter-state commerce in this case mark the exception.

Inter-state commerce comes into Iowa on all sides, and freight so coming can be hauled at any rate the carrier sees fit to charge at any given point, other considerations than the cost of service governing. A rule requiring that no more be charged at any point for hauling freight than for a greater distance would, if generally applied, give many of our markets to companies hauling from outside the State, without general benefit.

Traffic in this case on the Illinois Central is within the jurisdiction of the State, while that on the C. & N. W. is inter-state. Charges on lumber from Dubuque to any point on the Illinois Central can be considered by the Railroad Commissioners; charges on lumber from Winona to any point in Iowa cannot. To require the Illinois Central to lower its rates to all stations east of Webster City where it now charges more than ten cents a hundred, while we have no jurisdiction to require the C. & N. W. to lower its rates on either side of Webster City, would practically give Webster City market to the C. & N. W., as it could maintain its rates north and south at non-competing points above 10 cents a hundred, while it could make a rate at Webster City so low that the Illinois Central could not afford to lower its eastern rates accordingly. That part of the Illinois Central west of Iowa Falls does not pay more than reasonable interest on the investment now, owing to the sparsely settled condition of the country. Whatever recommendation is made by the Board must in this case comprehend especially the ability of the Illinois Central to comply with it in view of the independent condition of its competitor.

Some positions taken by us heretofore will, we think, suggest relief to the non-competing points, and at the same time have regard to the ability of the Illinois Central to adopt them. In making rates from Mississippi River points, the towns some distance apart are regarded as one, and in the Rand Lumber Company case, decided by this Board, we refused to interfere where rates to interior points in the State were the same from Burlington, Fort Madison, Montrose, and Keokuk. From the Missouri River rates are made the same eastward or westward from Council Bluffs or Omaha. The towns are regarded as one from a transportation standpoint. When a railroad is charging fair rates that gradually increase with distance, and is compelled to materially lower its charges when it comes into competition with a competing line carrying inter-state commerce, the stations on either side of the junction should be regarded as one with it, to the extent of sympathy in charges; so that the non-competing points may not have their business relations deranged by the cut rate at the competing point, and where cut rates are made when commerce is within the State on both competing lines, the rate at the competing point should not be less than for shorter hauls on either line. When the citizens of Blairsburg, Williams, and Alden go to Webster City for lumber because it is sold cheaper there by dealers on account of lower freights, they buy lumber that should have been stopped at

their towns, and the Illinois Central might just as well have left it there as to have hauled it to Webster City. The Illinois Central probably would prefer and could better afford to haul lumber cars to Webster City at ten cents a hundred rather than switch them out and into trains at Blairsburg, Williams, and Alden, but that is not a good reason for not hauling lumber to Blairsburg, Williams, and Alden at the same rate as to Webster City.

The principle we recommend is that the rates to points east from Webster City be gradually lowered, beginning at Alden and decreasing to Webster City, so that farmers can as well afford to buy at those points as at Webster City, where the rate is controlled by the Chicago & Northwestern. This arrangement will secure to the Illinois Central the carrying of lumber needed at stations on its own line. Farmers now going from Blairsburg, Williams or Alden to Webster City, buy lumber hauled by the Chicago & Northwestern Railway to some extent.

It will secure to the merchants of Blairsburg, Williams, and Alden their home business. The true theory of transportation requires that producers be accommodated at the nearest station. The people of no section of the State should be required to travel long distances to do business at a competing point because the rates to the stations nearer to them are so high comparatively as to forbid their dealing there. The cost of hauling is not so much in question in this case as neighborhood convenience.

There is no reason why this principle should not apply at every non-competing point in the State where business is deranged by the influence of cut rates at some adjacent competing point, and while in this case the reasonableness of the schedules of the Illinois Central prevents the Board from recommending all rates east of Webster City being made at least as low as at that point, we see no reason why they should not so sympathize with the Webster City rates as to retain home business to merchant, and farmer, and railroad.

Some of the railroad companies group neighboring towns in equal rates to prevent local derangement, overlooking distances to accomplish that purpose. The Commissioners recommend that the Illinois Central gradually reduce its rates east from Webster City as indicated.

Des Moines, Iowa, January 19, 1883.

J. H. YUNGELAS, WEBSTER CITY, IOWA, }
Complainant. }
vs. } Application for removal and en-
ILLINOIS CENTRAL RAILROAD COMPANY. }
Respondent. } largement of culvert.

Filed November 24, 1882.

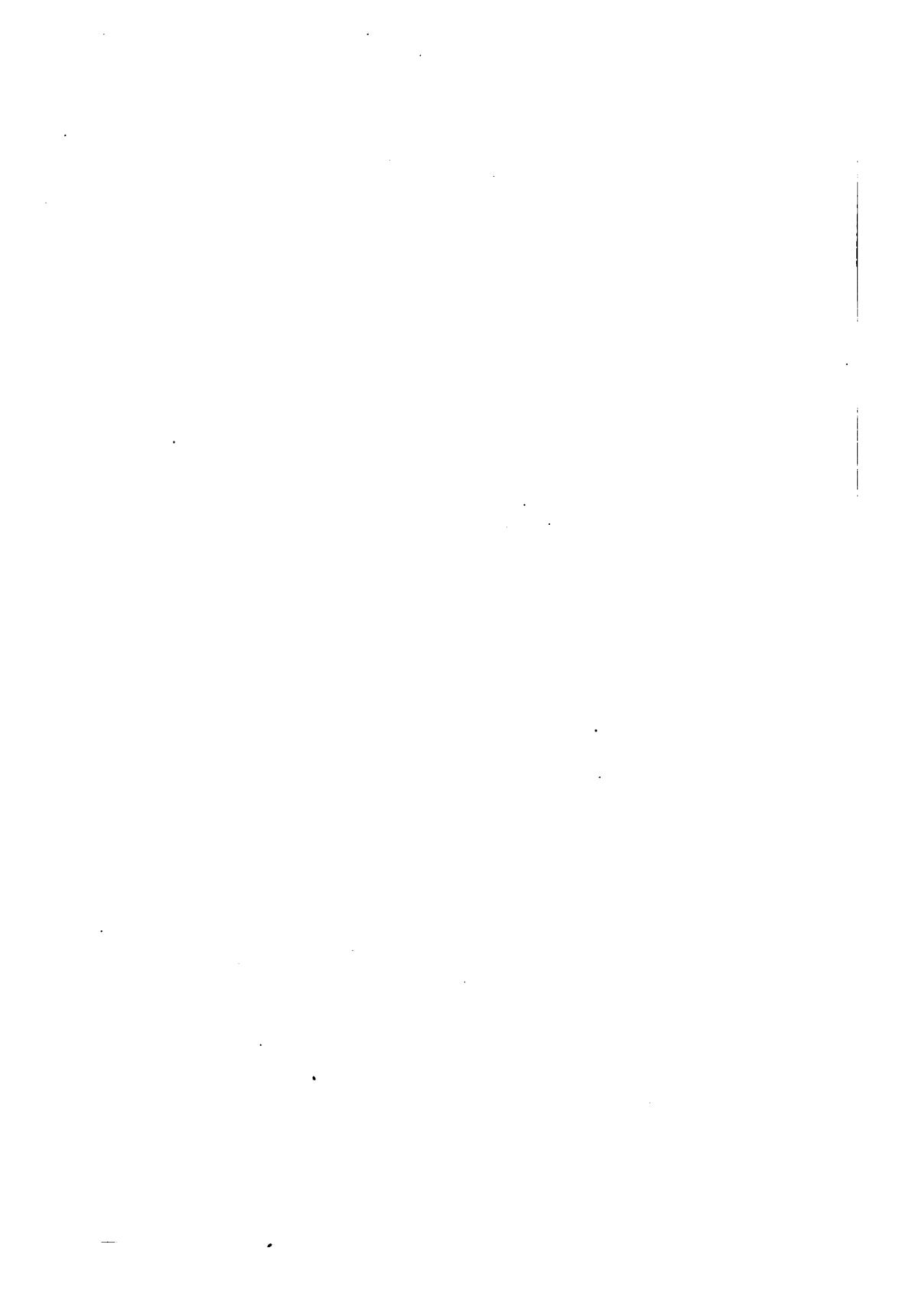
Mr. Yungelas writes the Commissioners and asks them to come to Hamilton county and inspect a certain culvert located on the Illinois Central Rail-

road one and one-half miles east of Duncombe. He desires to have the culvert enlarged and moved to a more convenient place so the public highway can be straightened.

Mr. E. T. Jeffrey, General Superintendent of the Illinois Central Railroad, was asked by the Commissioners to investigate the location of the culvert and its capacity, which he did, and reported that while there was in his judgment no immediate necessity of a larger culvert, he would as soon as the frost was out of the ground in the spring, cause the culvert to be enlarged, which fact was reported to Mr. Yungelas, who reports to the Board that he was perfectly satisfied with the action of the General Superintendent.

APPENDIX B.

LEGISLATION AND DECISIONS.



LEGISLATION.

The following laws relating to railroad matters were enacted by the Nineteenth General Assembly of the State of Iowa.

CHAPTER 102.

CANCELLATION OF RAILROAD AID TAXES.

AN ACT Providing for the Cancellation of Taxes voted to aid ^{S. F. 331.} in the Construction of Railroads.

Be it enacted by the General Assembly of the State of Iowa:

SECTION 1. That in all cases where taxes have been or may hereafter be voted and levied upon the property of any township, city, or town in any county in this State, for the purpose of aiding in the construction of any railroad, under and by virtue of the laws authorizing and permitting the voting and levying of such tax, and when the railroad company to whom such taxes have been or may hereafter be voted has complied with the terms and conditions on which such aid or tax was or may hereafter be voted, and when such railroad company, by reason of the compliance with the terms and conditions on which such tax was voted, is entitled to receive the same and have such taxes collected and paid, neglects or refuses to receive such taxes or to permit the same to be paid and collected and certificates issued, as provided by law, for the period of six months after such tax is due and payable, such railroad company shall forfeit all *their* [its] right to such aid or tax; and the board of supervisors of the county in which such aid or tax was or may hereafter be voted and levied shall cause such tax to be abated and canceled on the ^{Duty of board of supervisors.} books of such county; *Provided*, that in all cases where taxes have been heretofore voted in aid of the construction of any railway it shall be the duty of the board of supervisors before causing the cancellation and abatement of such tax to give the railroad company to whom the tax was voted at least thirty days' notice in writing of their intention to abate and cancel such tax, such notice to be served like original notices.

SEC. 2. This act being deemed of immediate importance ^{Publication.} shall take effect and be in force from and after its publica-

LEGISLATION.

tion in the Iowa State Register and Iowa State Leader, newspapers published at Des Moines, Iowa.

Approved, March 16, 1882.

I hereby certify that the foregoing act was published in *The Iowa State Leader* March 18, and the *Iowa State Register* March 22, 1882.

J. A. T. HULL, *Secretary of State.*

CHAPTER 107.

S. C. & ST. P. LAND-GRANT RESUMED.

Sub. S. F. 40. AN ACT to Resume all the Lands and Rights conferred upon the Sioux City & St. Paul Railroad Company by or under an act of Congress approved May 12, A. D. 1864, to Lands not heretofore earned by said Company.

Preamble. WHEREAS, By an act of Congress, approved May 12, A. D. 1864, entitled "An act for a grant of lands to the State of Iowa, in alternate sections, to aid in the construction of a railroad in said State," certain lands were granted to the State of Iowa for the purpose of aiding in the construction of a railroad from Sioux City, in said State, to the south line of Minnesota, at such point as the said State might select, between the Big Sioux and the west fork of the Des Moines river, which grant was made to and accepted by the State of Iowa upon the conditions, restrictions, and qualifications therein named; and,

Ch. 134, 1866. WHEREAS, By an act of the General Assembly of the State of Iowa, approved April 3, A. D. 1866, so much of the lands, interests, rights, powers, and privileges as were or might be conferred in pursuance of said acts of Congress, to aid in the construction of the aforesaid road, were disposed of, granted, and conferred upon the Sioux City & St. Paul Railroad Company; and,

WHEREAS, Said act of Congress further provides that if the road accepting said grant is not completed within ten years from its acceptance thereof, the lands thereby granted and not patented should revert to the State of Iowa for the purpose of securing the completion of said road; and,

Company failed to comply with terms of grant. WHEREAS, Said Sioux City & St. Paul Company duly accepted said grant on the 20th day of September, A. D. 1866, but has failed to complete or cause to be completed any road on the line adopted therefor, from Sioux City to Lemars, in said State of Iowa, or any road in lieu thereof;

Be it enacted by the General Assembly of the State of Iowa:

Unearned lands resumed. SECTION 1. That all lands, and all rights to lands, granted or intended to be granted to the Sioux City & St.

Paul Railroad Company by said acts of Congress, and of the General Assembly of the State of Iowa, which have not been earned by said railroad company by a compliance with the conditions of said grant, be and the same are hereby absolutely and entirely resumed by the State of Iowa, and that the same be and are absolutely vested in said State as if the same had never been granted to said railroad company.

SEC. 2. This act being deemed of immediate importance ^{Publication.} shall take effect and be in force from and after its publication in the Iowa State Register and The Sioux City Journal, newspapers published in the State of Iowa.

Approved, March 16, 1882.

I hereby certify that the foregoing act was published in *The Sioux City Daily Journal* March 19, and the *Iowa State Register* March 23, 1882.

J. A. T. HULL, *Secretary of State.*

CHAPTER 112.

PUNISHING MALICIOUS MISCHIEF TO RAILROAD PROPERTY.

AN ACT to Further Diminish Liability to Railroad Accidents, ^{Sub. S. F. 20.} and to Punish Interference with, and Injury to Railroad Property. [Amendatory of Chapter 8, Title XXIV, Relating to Offenses against Property.]

Be it enacted by the General Assembly of the State of Iowa:

SECTION 1. If any person shall willfully and maliciously uncouple or detach the locomotive or tender or any of the cars of any railroad train, or shall in any manner aid, abet, or procure the doing of the same, such person shall be punished by imprisonment in the State penitentiary not exceeding five years, or by fine not exceeding one thousand dollars, or both, at the discretion of the court. Maliciously uncoupling cars punished as felony.

SEC. 2. If any person shall unlawfully seize upon any locomotive, with or without any express, mail, baggage, or other car attached thereto, and run the same upon any railroad, or shall aid, abet, or procure the doing of the same, such person shall be punished by imprisonment in the State penitentiary not exceeding ten years, or by fine not exceeding two thousand dollars, or both, at the discretion of the court. Running off locomotive, same.

SEC. 3. If any person shall, without permission from the proper authority, wrongfully take or run any hand-car

*Running off
hand-car misde-
meanor; when,
felony; when,
manslaughter.*

upon any railroad in this State, he shall be deemed guilty of a misdemeanor, and on conviction thereof shall be fined not more than one hundred dollars, or imprisoned not more than thirty days, at the discretion of the court: *Provided*, that if by such unlawful use of any hand-car, any locomotive or car is thrown from the track, or a collision produced or any person injured thereby, he shall, on conviction, be imprisoned in the penitentiary for a term of not more than five years; *and provided, further*, that, if by reason of such unlawful use of any hand-car any person is killed, such person so offending shall be deemed guilty of manslaughter.

*Same penalty
for meddling
with air-brake or
bell-rope.*

*Train men may
make arrest.*

SEC. 4. If any person not an employe upon the railroad shall wrongfully interfere with any automatic air-brake or bell-rope upon any railroad car, or use the same for the purpose of stopping or in any way controlling the movement of the train, [he] shall be subject to the penalty provided in section three of this act for the unlawful running of a hand-car on any railroad; and any conductor or brakeman on a railroad train shall have power to arrest such person so offending and deliver him to some peace officer on the line of the railroad.

Approved, March 16, 1882.

CHAPTER 119.

LEGALIZING A SALE OF RAILROADS.

H. F. 404.

AN ACT to Legalize the Sale and Transfer by the St. Paul and Sioux City Railroad Company of its railroads in Iowa to the Chicago, St. Paul, Minneapolis and Omaha Railway Company, and to legalize the issue of its stock and bonds thereon by the last named company.

Preamble.

WHEREAS, The St. Paul and Sioux City Railroad Company, a corporation organized and created under and by virtue of the laws of the State of Minnesota, but owning and operating a railroad partly within the State of Iowa, sold and conveyed on or about the 9th day of May, 1881, its railway in Iowa and Minnesota to the Chicago, St. Paul, Minneapolis and Omaha Railway Company, a corporation organized and created under the laws of Wisconsin, which last named company has been since said time been operating the same as a part of its lines of railway and branches, and has issued stock and bonds thereon the same as upon other of its lines; and,

WHEREAS, Doubts have arisen as to the legality of the sale and transfer by the said St. Paul and Sioux City Railroad Company, a corporation organized and existing under the laws of the State of Iowa, to the Chicago, St. Paul,

Minneapolis and Omaha Railway Company of its railroad in Iowa; now, therefore,

Be it enacted by the General Assembly of the State of Iowa:

SECTION 1. The sale by the St. Paul and Sioux City Railroad Company of its railways in Iowa to the Chicago, St. Paul, Minneapolis and Omaha Railway Company, and the purchase of the said railway by the last named company, and the deed of conveyance made upon said sale dated May 9, 1881, and the issue by said purchasing company of its stocks and bonds upon said railways in Iowa in accordance with its articles of consolidation, are hereby fully legalized, ratified and confirmed, and made valid.

SEC. 2. This act being deemed of immediate importance Publication. shall take effect and be in force from and after the publication in the Iowa State Register, a newspaper published at Des Moines, Iowa, and The Sioux City Journal, a newspaper published at Sioux City, Iowa, said publication to be made without expense to the State of Iowa.

Approved, March 17, 1882.

I hereby certify that the foregoing act was published in *The Sioux City Daily Journal* March 21, and the *Iowa State Register* March 24, 1882.

J. A. T. HULL, *Secretary of State.*

CHAPTER 122.

RAILWAYS CROSSING HIGHWAYS.

A N ACT to Amend Section (1) One, Chapter (47) Forty-seven of H. F. 139, the Acts of the Fifteenth General Assembly in Relation to Crossing Highways.

Be it enacted by the General Assembly of the State of Iowa:

SECTION 1. That section 1 of chapter 47 of the laws of Code, sec. 1262, re-enacted. the Fifteenth General Assembly be amended by striking from the end of said section the following words; to-wit, "At such place of crossing."

SEC. 2. This act being deemed of immediate importance Publication. shall take effect and be in force thirty days after its publication in the Iowa State Register and the Des Moines Leader according to law.

Approved, March 17, 1882.

I hereby certify that the foregoing act was published in *The Iowa State Leader* March 20, and the *Iowa State Register* March 22, 1882.

J. A. T. HULL, *Secretary of State.*

CHAPTER 128.

FOR THE RELIEF OF CLAIMANTS UNDER THE D. & S. C. LAND
GRANT.

Sub. H. F. 817. AN ACT to Repeal Chapter 153 of the Laws of the Ninth General Assembly, and to Amend Section 1 of Chapter 167 of the Laws of the Eighteenth General Assembly [in Relation to Lands held under Land Grants].

Be it enacted by the General Assembly of the State of Iowa:

**Chap. 153, 1862
repealed.** SECTION 1. That chapter 153 of the laws of the Ninth General Assembly be and the same is hereby repealed.

**Chap. 167, 1880,
amended.** SEC. 2. That section 1 of chapter 167 of the laws of the Eighteenth General Assembly be and the same is hereby amended: First, by striking the words "the grantee" from the 11th line thereof and inserting in lieu of the words so stricken out the following: "Such person or company or on the application of a party claiming title to any land through such person or company." Second, by striking the word "grantee" from the 12th and 17th lines thereof and inserting in lieu of the word so stricken out the word "applicant."

Lands may be certified on application of company or its grantee.

Approved, March 17, 1882.

CHAPTER 129.

PROCUREMENT OF SITES FOR R. R. BUILDINGS IN CITIES AND TOWNS.

H. F. 415. AN ACT to Authorize Incorporated Towns and Cities to procure and donate to Railway Companies sites for Depots, Machine-shops, and other Buildings. [Additional to Code, Title IV, Chapter 10, relating to Cities and Towns.]

Be it enacted by the General Assembly of the State of Iowa:

Towns or cities may procure and donate to railway companies sites for buildings.

SECTION 1. That it shall be lawful for any incorporated town or city to procure for the purpose of donating, and to donate, to any railway company owning a line of railroad in operation or in process of construction, in such incorporated town or city, sufficient land for depot-grounds, engine-houses, and machine-shops, for the construction and repair of engines, cars, and other machinery necessary to the convenient use and operation of said railroad.

SEC. 2. Before such donations shall be made or appropriation of funds to procure land for such purpose, a petition shall be presented to the trustees or council of such incorporated town or city, signed by a majority of the resident freehold taxpayers of such incorporated town or city, asking that such donation be made and limiting the sum to be appropriated for that purpose. Upon the presentation of such petition, a special election of such city or town shall be called. On the ballots used at such election shall be printed the words, "for the donation" and "against the donation," and if a two-thirds majority of the qualified electors voting at such election shall vote for the donation, said trustees or council shall determine the site to be donated, designating the boundaries thereof, and the amount to be appropriated in procuring said site, not exceeding the amount named in said petition; and may in the name of such incorporated town or city procure said land by purchase or by payment of the estimated damages in case said land or any part thereof shall be taken in the name of such railway company by process of condemnation for railroad purposes, and may also vacate any streets and alleys within the boundaries of said site and may prescribe the terms, conditions, and limitations upon which such grant shall be made, which shall be binding upon the railway company accepting such donation: *Provided*, that land set apart as a park, public square or levee shall not be appropriated or donated under the provisions of this act, and no land occupied with buildings used for business purposes or as private residences shall be appropriated or donated under the provisions of this act, unless the consent of the owners thereof shall first be obtained.

SEC. 3. This act being deemed of immediate importance shall take effect and be in force from and after its publication in the Iowa State Register and Iowa State Leader, newspapers published at Des Moines, Iowa.

Approved, March 17, 1882.

I hereby certify that the foregoing act was published in *The Iowa State Leader* March 21, and the *Iowa State Register* March 28, 1882.

J. A. T. HULL, *Secretary of State.*

Upon petition of
majority of resi-
dent freehold
taxpayers and
approval by two-
thirds of elec-
tors at special
election.

May vacate
streets and al-
leys for the
purpose.

No public
grounds to be
taken, or im-
proved prop-
erty, without
consent.

Publication.

CHAPTER 146.

PAYMENT OF RAILROAD COMMISSIONER TAX.

S. F. 257.

A N ACT to Amend Section 8 of Chapter 77, Acts of 17th General Assembly, [Establishing a Board of Railroad Commissioners,] Making the Railroad Commissioners' Tax payable directly into the State Treasury.

Be it enacted by the General Assembly of the State of Iowa:

**Chap. 77, 1878.
Executive council to determine amount to be paid by railroads for railroad commissioners' tax.**

To be paid into state treasury.

**Chap. 59, 1878.
Collection of tax.**

Publication.

SECTION 1. The executive council shall, on or before its annual meeting on the second Monday in July in each year, determine the amount required to be paid by each railroad company to meet the sum certified to by the board of commissioners, and shall levy the same upon the property of the railroad companies in the state, and shall notify each company of the said levy, and said tax shall be paid by the railroad companies into the state treasury.

SEC. 2. The taxes levied under the provisions of this chapter shall be due and collectible as provided by section 5, chapter 59, acts of 17th general assembly.

SEC. 3. This act being deemed of immediate importance shall be in force from and after its publication in the Iowa State Register and the Iowa State Leader, papers published at Des Moines, Iowa.

Approved, March 20, 1882.

I hereby certify that the foregoing act was published in the *Iowa State Leader* March 22, and the *Iowa State Register* March 23, 1882.

J. A. T. HULL, *Secretary of State.*

DIGEST OF JUDICIAL DECISIONS.

THE following is an abstract of the decisions of the Supreme Court of the State relating to railroads, corporations, and right of way that have been published since the date of our last report.

BROWN v. SMITH ET AL., 55 IOWA, 31.

Mechanic's Lien: ASSIGNMENT OF. The mere right to a mechanic's lien is not assignable; the lien passes by an assignment of the debt, under chapter 44, laws of 1874, only after it has been perfected by the filing of the claim.

SMITH v. CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, 55 IOWA, 33.

Negligence: WHEN CONTRIBUTORY: RAILROADS. The plaintiff, in assisting a passenger to a train on defendant's road in the night time, attempted to pass under one of a train of freight cars standing across the road, to which an engine was attached, and while under the car was injured by the starting of the train: *Held*, that he was guilty of contributory negligence precluding a recovery.

LANGAN & NOBLE v. SANKEY, 55 IOWA, 52.

Mechanic's Lien: ASSIGNMENT OF. A mere right to a mechanic's lien, before the lien has been perfected by the filing of the claim, is not assignable. Following *Brown v. Smith, ante*, p. 31.

Contract: WHEN VOID: EFFECT AS AN ESTOPPEL. A contract which is void as against public policy has no vitality for any purpose, and cannot be made the basis of an estoppel.

ADAMS COUNTY v. THE B. & M. R. R. CO. ET AL., 55 IOWA, 94.

Practice: AMENDMENT AFTER TRIAL: DILIGENCE. Where, in an equity case remanded by the Supreme Court for a decree, an amended pleading is permitted to be filed, setting up facts alleged to have been discovered by the party since the former trial, and which raise a new issue, the allowance of such pleading constitutes an adjudication of the question of diligence in discovering the facts pleaded, and such question cannot be again raised upon the trial.

— : — : RE-TRIAL. In such a case the second trial is confined to the new issue raised by the amended pleading.

Res Adjudicata: PRACTICE IN THE SUPREME COURT. All questions covered by a decision of the Supreme Court in any case becomes *res adjudicata*, and will not be reconsidered or reviewed in a subsequent appeal in the same action.

FRANZ ET AL. V. SIOUX CITY & PEMBINA RAILROAD COMPANY ET AL.,
55 IOWA, 107.

Municipal Corporations: Crossing of Streets by Railroads: Damages. The owner of property in a city where the fee of the streets is in the public, cannot recover damages for the excavation of an adjacent street by a railroad in making a crossing for its track, under a license properly granted by the city, and when the work is done in a careful and skillful manner.

BAIRD V. CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, 55
IOWA, 121.

Verdict: Inconsistent with Special Finding. Where a jury found specially facts which, under an instruction given by the court, would entitle the defendant to a verdict, it was held that a general verdict in favor of the plaintiff should have been set aside.

Practice in the Supreme Court: Entry of Final Judgment. A final judgment will not be entered in favor of an appellant, which will prevent the appellee from raising questions upon exceptions reserved in the court below.

VAN VRANKEN V. CEDAR RAPIDS & MISSOURI RIVER RAILROAD COMPANY ET AL., 55 IOWA, 135.

Contract: When Time is of the Essence: Effect of Extension. Where after default in the payment of the last installment due upon a contract for the conveyance of land, which made time of its essence, an extension for a certain time was granted upon consideration of the payment of interest at a higher rate, it was held that the provision of the original contract making time of its essence did not apply to the time as extended.

— : — : Taxes. A provision making the time of payment of the essence of the contract to convey, was held not to extend to the time of payment of taxes on the land, no date being specified for their payment by the contract.

COUNTY OF BUENA VISTA V. I. F. & S. C. R. CO., 55 IOWA, 157.

Practice: New Trial: Defense to Application for. Section 3268 of the Code, does not contemplate a trial upon an application for a new trial made under its provisions, and it is not error to refuse to permit a party to answer and controvert such application.

Swamp Lands: Proof of Selection: Evidence. The authority of agents appointed by the county court, under section 927 of the Revision, to select swamp lands, should appear by the records of the court; where such authority appeared only by the affidavit of a former county judge, made and attached to the list subsequent to the selection, and it did not appear that the list had ever been forwarded to and approved by the Surveyor-General, or the land department of the United States, it was held incompetent as evidence of title in the county.

MCKEAN V. THE BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, 55 IOWA, 192.

Evidence: Railroads: Contributory Negligence. In an action by an employe to recover from a railroad company for personal injuries, the opinions of witnesses as to whether certain acts of the plaintiff were negligent, or as to what

he ought to have done under certain circumstances, are not competent. Evidence to establish contributory negligence should be confined to showing the custom of employees, or the danger attending a certain course of action.

Railroads: PERSONAL INJURY: CONTRIBUTORY NEGLIGENCE. Contributory negligence on the part of an employe will not relieve a railroad company from liability for injuries sustained by him where his negligence was known to other employes and no effort was made to prevent the injury.

MEHAN v. CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, 55 Iowa, 305.

Practice: NEW TRIAL: REVIEW OF ORDER GRANTED. While the Supreme Court interferes reluctantly with an order granting a new trial, yet when such order is made because of the misapplication of a legal proposition by the court, it will be reviewed the same as a ruling upon a demurrer or other legal question.

— : — : **SURPRISE.** A party who is surprised on a trial by a witness testifying contrary to his expectation, and who before the close of the trial learns of other witnesses who will testify differently, cannot proceed with the trial, and after an adverse verdict obtain a new trial for the purpose of introducing such testimony.

PERIGO v. CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, 55 Iowa, 326.

Railroads: INJURY TO EMPLOYEE: INSTRUCTION. An instruction considered, and held to assume the existence of a material fact in issue.

Negligence. The fact that an employe knows, or could know by ordinary care, of defects in the appliances about which he works which render his employment more than ordinarily hazardous, and still remains in the employment until he is injured, tends to show contributory negligence, but is not conclusive of such negligence.

— : — : **EVIDENCE.** Statements made by one fatally injured, as to the cause of the injury, so far as they are treated as admissions, should be considered by the jury in connection with all the circumstances under which they were made, and given such weight as the jury believe them entitled to.

Employee: LINE OF DUTY: REASONABLE INFERENCE. In an action to recover for the injury of an employe of a railroad, it is not necessary for the plaintiff to show by direct and positive evidence that such employe was at the time of the injury in the line of his duty, and exercising proper care, but it is sufficient if such is the reasonable inference from the facts proven. Such inference cannot be drawn, however, when the facts are simply not inconsistent with it.

O'ROURKE v. C., M. & St. P. R. Co., 55 Iowa, 332.

Foreign Judgment: IMPEACHMENT OF: GARNISHMENT. Where a garnishment in another State was pleaded as a defense to an action on an account, it was held competent for the plaintiff to show that the foreign judgment on which the garnishment was based was void for want of jurisdiction, because of matters extrinsic to the record.

KRAUS v. THE B., C. R. & N. R. Co., 55 Iowa, 338.

Evidence: MATTERS OF COMMON EXPERIENCE. A party is not required to introduce proof of matters of which the jury may be presumed to know as much as any witness.

Railroads: INJURY TO STOCK: NEGLIGENCE. Where stock is injured on a railroad which is unfenced, it is a question for the jury whether or not the injury was caused by the negligence of the railroad company. It is not necessary that stock should have been struck by a train to authorize a recovery under the statute.

HICKOX v. THE B., C. R. & N. R. CO. ET AL., 55 Iowa, 431.

Jurisdiction: WRIT OF ERROR TO JUSTICE: CIRCUIT AND SUPERIOR COURTS. The Circuit Court and Superior Court in a city have concurrent jurisdiction of writs of error to justices of the peace within the townships in which they are situated. Following *Hickox v. Nutting*, ante 403.

CLARK v. THE K. C., ST. L. & N. R. CO., 55 Iowa, 455.

Railroads: INJURY TO STOCK: EVIDENCE. In an action to recover for injury to stock alleged to have been caused by its being struck by a railway train where there is no direct evidence of a collision nor of traces of one along the track, evidences to show that such traces are always found when stock is struck by a passing train is not admissible.

SANDVAL v. FORD & CO. ET AL., 55 Iowa, 461.

Mechanic's Lien: RAILROADS: TIME OF FILING CLAIM. A subcontractor on a railroad, to secure a mechanic's lien for work done, must file his claim therefor within sixty days from the last day of the calendar month in which the work was performed, the word "done" in the statute having reference to the time of the performance of the work, and not to the time when the work of the subcontractor is completed, and each month's work, for this purpose, being considered as separate from that of other months.

—: —: NOTICE. As to notice there is no distinction between railroad and other subcontractors, the former, like the latter, being required to give notice of their claims within thirty days from the completion of their work to prevent payments being made to their principals.

MURPHY v. THE S. C. & P. R. CO., 55 Iowa, 473.

Trespass: HAY CUT ON LAND OF OTHERS: OWNERSHIP OF. One who cuts and stacks hay on uninclosed prairie owned by others, without authority, acquires no property in such hay, and, having neither ownership nor possession, cannot maintain an action for its destruction.

BENTON v. THE C., R. I. & P. R. CO., 55 Iowa, 496.

Evidence: RAILROADS: DAMAGES FOR PERSONAL INJURY. Evidence as to the state of health of the mother of a minor killed on a railroad is not admissible in an action by her to recover damages from the railroad company.

Instructions: ISSUES SUBMITTED TO JURY. Instructions should restrict the jury to the issues on which the case has been tried.

Railroads: PERSONAL INJURY: TRESPASSER. Where the plaintiff's intestate was a trespasser in a car of the defendant company, where he was discovered and ordered out by the conductor of the train, and in attempting to obey the order he fell under the cars and was run over and killed, it was held that the fact of his being a trespasser was not material in an action to recover for his death on the ground of the defendant's negligence.

—: —: MEASURE OF DAMAGES. The deceased being a minor, the measure of recovery of his surviving parent for his death was the present value of

his probable earnings during the remainder of his minority, less the probable cost of his maintenance during the same time.

— : — : CONTRIBUTORY NEGLIGENCE. Whether the deceased, a boy eleven years of age, was guilty of contributory negligence in attempting to climb out of the car while in motion, in obedience to the order of the conductor, was a question for the jury under all the evidence.

SNELL ET AL V. LEONARD, 55 IOWA, 553.

Taxation: IN AID OF RAILROADS: CONSTITUTIONAL LAW. Chapter 123, laws of 1876, authorizing the voting of taxes to aid in the construction of railroads, is constitutional. Following Renwick, *Shaw & Crossett v. The Davenport & Northwestern Railway*, 47 Iowa, 511.

— : — : RAILROAD AND TELEGRAPH COMPANY. The fact that a corporation is authorized to construct and operate both railroad and telegraph lines will not invalidate taxes voted to aid in the construction of its road.

SMALL V. THE C., R. I. & P. R. CO., 55 IOWA, 582.

Practice: CHAMPERTOUS CONTRACT: WHO MAY PLEAD. It is no defense to an action that the plaintiff has made a champertous contract for its prosecution.

— : ASSIGNMENT: CORPORATION. The power of a corporation to assign a cause of action cannot be questioned by the defendant in an action thereon by the assignee.

Railroads: FIRES CAUSED IN OPERATING: CONTRIBUTORY NEGLIGENCE. In an action to recover the value of an elevator, alleged to have been burned by fire communicated to it from the building of another which was set on fire by sparks from a locomotive on defendant's railroad, it was held that the contributory negligence of the owner of the building first burned would not constitute a defense.

— : — : EVIDENCE: INSTRUCTIONS. Rulings on the admissibility of evidence, and instructions given, considered and approved.

— : — : DAMAGES. The fact that the fire was communicated to the plaintiff's elevator from another building, and not directly from the defendant's engine, would not render the damages too remote to be recoverable.

Practice in the Supreme Court: REDUCTION OF VERDICT. The Supreme Court will not reduce the amount of a verdict on appeal where no claim that it was excessive was made in the trial court.

**VARNER V. THE ST. LOUIS & CEDAR RAPIDS R. CO. ET AL.,
55 IOWA, 677.**

Railroads: CONTRACT FOR RIGHT OF WAY: FORECLOSURE OF. The plaintiff entered into a written contract with the defendant railroad company, by which he agreed to convey to it the right of way over a certain tract of land, in consideration of the payment of one dollar, the fencing of the track through the land, and the construction of a crossing for his use within a specified time. The road was built and afterward transferred by foreclosure to another company, but neither company ever complied with the terms of the contract: *Held*, a specific performance having been decreed,

1. That the measure of plaintiff's damages for the breach of contract was the difference in the rental value of the property caused therby.
2. That the judgment for such damages would constitute a lien on the portion of the railroad located on the land covered by the contract.

ROSS V. THE C., R. I. & P. R. CO., 55 IOWA, 691.

Judgment: Assignment: Validity of. Where an administratrix paid an attorney for services rendered in an action commenced by her decedent, by the assignment to him of a portion of the judgment recovered, in accordance with a contract made with the attorney by the decedent, it was held that the assignment would not be rendered invalid by the fact that such contract was champertous and void.

—: —: Notice of. Evidence considered and held to show that a judgment defendant, at the time of the payment of the judgment to the plaintiff, had notice that an interest therein had been assigned to another.

THE I. F. & S. C. R. CO. V. THE STORM LAKE BANK, 55 IOWA, 696.

Tax Sale: Redemption: Mistake. Where an owner of land redeemed from a sale thereof for taxes, receiving from the auditor a certificate showing that he had paid the principal, penalty, and interest of the taxes for which the sale was made, together with the principal, penalty and interest of the taxes for certain subsequent years, which had been paid by the purchaser, it was held that he was entitled to redeem from a future sale for certain special taxes levied for one of the years covered by such certificate, but which were not included in those paid by the prior purchaser, although a deed had been executed upon such sale.

JOHNSON V. C., R. I. & P. R. CO., 55 IOWA, 707.

Railroads: Injury to Stock: Negligence. Where the plaintiff's horses were injured on the defendant's railroad, having entered on the track in the night through a gateway in defendant's fence, which was closed the evening previous, it was held that the fact that the gate was defectively constructed and out of repair would not raise a presumption that the injury occurred by reason of such defects, so as to cast upon the defendants the burden of disproving such facts, to defeat a recovery.

BARNES ET AL. V. THE COUNTY OF MARSHALL, 56 IOWA, 20.

Taxes: Recovery of Local Aid Taxes: Liability of County. A county acquires no beneficial interest in taxes voted in aid of a railroad and paid to the county treasurer, and cannot be held responsible for their repayment when forfeited by the railroad company. The claim of the tax payer for the recovery of such taxes is against the fund in the hand of the treasurer, and not against the county, and no order of the board of supervisors is necessary to authorize their repayment. BECK, and SEEVERS, JJ., dissenting.

THE B., C. R. & M. R. CO. V. THE COUNTY OF BENTON, 56 IOWA, 89.

Res Adjudicata: Compromise Decree: Estoppel. A compromise decree, entered in an action to recover on a contract, was held not to estop the defendant from denying the performance of the contract by the plaintiff in a subsequent action thereon.

Contract: County: Waiver. Where a contract required a vote of the electors to render it binding on a county, it was held that its performance by the other party could not be waived, nor the county estopped from denying such performance, by the action of its board of supervisors in making payments thereunder.

MORRIS v. THE UNION PACIFIC R. Co., 56 Iowa, 135.

Jurisdiction: ACTION AGAINST NON-RESIDENT DEFENDANT: ATTACHMENT. Where in an action against a non-resident defendant, which was commenced by attachment, served by garnishing a supposed debtor of the defendant, and the defendant was served by publication only, the answer of the garnishee showed that it was not indebted to the defendant at the time of the service of the attachment, it was held that the court acquired no jurisdiction to proceed in the action, though such answer disclosed an indebtedness to the defendant at the time it was made.

HART v. C., R. I. & P. R. Co., 56 Iowa, 166.

SAME v. SAME.

Railroads: NEGLIGENCE: SIGNALS AT CROSSINGS. In actions to recover for injuries received by the plaintiffs by reason of the frightening of the team they were driving, caused by the sudden opening of the escape valves of an engine attached to one of defendant's trains, standing at a public crossing, it was held that the fact that the defendant did not provide a flagman at the crossing, or give other signals to warn the plaintiffs of the movements of the engine, should be considered in determining the question of the defendant's negligence, such signals being required not alone to prevent collisions, but to enable travelers upon the highway to guard against other accidents as well.

Diligence. The defendant, in the use of its road, was bound to exercise reasonable care and diligence to prevent injury to the persons and property of those lawfully using the highway, and whether it did so or not was a question for the jury, under all the evidence.

MEEKER & Co. v. ASHLEY ET AL., 56 Iowa, 188.

SAME v. ANDERSON.

SAME v. SAME.

Taxation: IN AID OF RAILROADS: CONDITIONS OF TAX. Where prior to an election to vote upon the question of aiding in the construction of a certain railroad by a township tax, a paper was circulated among the electors, signed by the president of the railway company and having the corporate seal attached, providing that in case a tax was voted it should be collectible only at specified times and on certain conditions, which paper was issued by and with the consent of a majority of the directors of the company, it was held that the company was bound by its provisions.

—: —: —. Where a tax is voted payable only on condition that the road is constructed and ironed to a certain point, such condition is not fulfilled by the construction of a part of the line and the purchase of the remaining portion.

DAVIES ET AL. v. THE St. L., K. C. & N. R. Co. ET AL., 56 Iowa, 192.

Railroads: CONTRACT FOR RIGHT OF WAY: FORECLOSURE. *Varner v. The St. L. & C. R. R. Co. et al.*, 55 Iowa, 677, holding that a contract for a right of way may be foreclosed, and a judgment for damages for the failure of the railroad company to comply with the same, may be rendered and established as a lien upon the portion of the road covered by the contract, followed.

KEYSER v. THE K. C., St. J. & C. B. R. Co., 56 Iowa, 207.

Railroads: INJURY TO STOCK: EVIDENCE. A paper shown to be similar to an affidavit of the killing of stock, served on a railroad company, but not a copy, is not admissible to prove the contents of the affidavit.

—: —: A railroad company is not liable in damages under the statute, for stock killed by its trains on depot grounds.

FARLEY V. C., R. I. & P. R. CO., 56 IOWA, 337.

Negligence: —: **RUNNING OF TRAIN.** Where a caboose and two cars a half mile or more from the point where they became detached from the remainder of the train, ran over and killed the plaintiff's intestate, it was held that the conductor and brakeman, who were in the cupola of the caboose, were negligent in not sooner discovering the fact that they were detached, and in not being upon the tops of the cars where they could control their motions and give warning of danger.

—: —: **CONTRIBUTORY NEGLIGENCE.** An employee of a railroad, whose duty required him to go a distance of about four hundred feet along the line of the track, and across the same, after waiting until a train had passed, stepped upon the track behind it, walking in the same direction it was moving, and was run over and killed by cars which had become detached and were following the train: *Held*, that he was not guilty of contributory negligence. *SEEVERS, J., dissenting.*

—: —: The verdict in an action to recover for the negligent killing of the plaintiff's intestate on the defendant's railroad held authorized by the evidence and instructions given. *SEEVERS, J., dissenting.*

MILLER ET AL. V. THE IOWA LAND COMPANY ET AL., 56 IOWA, 374.

Public Lands: CONSTRUCTION OF GRANT: RAILROADS. *Courtright v. The C. R. & M. R. R. Co.*, 35 Iowa, 386, followed and held decisive of the present case, as to the proper construction of the land grant involved.

Conveyance: VALIDITY OF: TRUSTEES. Where trustees holding the title to lands for the benefit of a railroad company conveyed certain of the same for their own personal benefit, in payment for their services as such trustees, under authority from the board of directors of the railroad company, it was held that the validity of such conveyance could not be attacked by one claiming the land through a title adverse to that by which it was held by the railroad company.

McMILLEN V. THE B. & M. R. R. CO., 56 IOWA, 421.

Evidence: OBJECTION TO DEPOSITION: PRACTICE. A deposition which has been read without objection upon one trial of an action cannot be objected to on a second trial, on the ground of incompetency of the witness.

SAWYER V. LANDERS & SON, 56 IOWA, 422.

Ad Quod Damnum: RIGHTS OF MORTGAGEE: WHEN NOT MADE A PARTY. A mortgagee, who is not made a party to proceedings for the condemnation of right of way for a railroad over the mortgaged property, may waive the omission and assert his claim to the award in the hands of the sheriff, and such claim, where it is shown that the property is insufficient to pay the mortgaged debt, and that the mortgagor is insolvent, constitutes a lien thereon superior to that of a prior attachment levied by a creditor of the mortgagor.

PAXTON ET AL. V. THE ILLINOIS CENTRAL R. CO., 56 IOWA, 427.

Railroads: DISCRIMINATION IN CHARGES: CONSTRUCTION OF STATUTE. No recovery can be had from a railroad company under section 10 of chapter 68, laws of 1874, for discrimination in charges for cars between different shippers of stock, unless it is shown that the shipments were made upon like conditions.

KEYSER v. K. C., ST. J. & C. B. R. Co., 56 Iowa, 440.

Killing of Stock: evidence. Proof that a notice and affidavit of the killing of stock served on a railroad company were similar to others introduced in evidence is insufficient.

— : — : Evidence and instructions in an action to recover double damages for stock killed on a railroad considered.

HASTINGS & AVOCa R. R. Co. v. MILES ET AL., 56 Iowa, 447.

Contract: conditions: specific performance. Evidence considered and held to establish certain conditions upon which an agreement to convey right of way to a railroad company was signed, and that such conditions had not been complied with.

VAN ORSDOL v. THE B., C. R. & N. R. Co., 56 Iowa, 470.

Negligent Construction: evidence. In an action to recover damages sustained by reason of the negligent construction of a railroad over the plaintiff's farm, the fact that the road is built as railroads usually are in such locations is no defense.

— : — : **DAMAGES.** Where it is practicable in the building of a railroad to construct a culvert which will allow the passage of the water of a stream in its natural channel, it is negligence not to do so, and a landowner injured by such failure may recover damages.

— : — : — . A right of action to recover for permanent injuries to land resulting from the negligent construction of a railroad thereon accrues at the time the first injury is sustained, and not necessarily from the date of the construction of the road.

WELLS v. THE B., C. R. & N. R. Co., 56 Iowa, 520.

Practice: Bill of exceptions: skeleton bill. A skeleton bill of exceptions must identify the papers to be inserted by the clerk so as to leave nothing to his discretion.

Practice in the Supreme Court: abstract. Where an appellee files an additional abstract setting out evidence not contained in that of the appellant he cannot deny that all the evidence is preserved in the court below and presented to the Supreme Court in the abstracts.

Railroads: Negligence: waiver by employee. Where it was shown that a brakeman, who was knocked from the top of a freight car by a bridge, had been employed on the same portion of the road for several years, and knew the height of the bridges, but remained in the service without protest, it was held that he thereby waived the negligence of the company in that regard.

JEFFREY v. THE K. & D. M. R. Co., 56 Iowa, 546.

Personal Injury: Negligence. The plaintiff was employed by the defendant on a construction train, and in the discharge of his duty he walked to the rear of the train while it was in motion; when within five feet of the rear end of the last flat car in front of the caboose, the latter was uncoupled by the conductor, who warned the plaintiff to stop, and at a signal the engineer increased the speed of the train with a sudden jerk, which threw the plaintiff from the car, and he was run over and injured. In an action to recover damages for such injury it was held that a verdict for the plaintiff was supported by the evidence.

____ : ____ : **EVIDENCE.** In such an action it is competent for the plaintiff to show that the uncoupling of the cars while in motion was unusual.

____ : ____ : ____ . It is not competent for a witness testifying in regard to the customary manner of operating trains to give an opinion as to the propriety or impropriety of a given method.

____ : ____ : **INSTRUCTIONS.** The giving and refusal of instructions considered and held to be without error.

I. M. & N. P. R. Co. ET AL. v. SCHENCK ET AL., 56 Iowa, 628.

Taxation: IN AID OF RAILROADS: CONDITIONS OF TAX. Where by the conditions of a tax voted in aid of a railroad it was not to be payable until the road was constructed between two specified points, the construction of a portion of the line and the purchase of the remaining portion will not render the tax payable, although the constructed portion extends through the township in which the tax is voted.

MANUEL v. THE C., R. I. & P. R. Co., 56 Iowa, 655.

Practice: PLEADING: NEGLIGENCE. Where a petition claimed to recover of a railroad company for a personal injury caused by the negligent acts of co-employees, which acts were set out, it was held erroneous to refuse to instruct the jury that negligence must be proved in the manner alleged to authorize a recovery.

BON v. THE RAILWAY PASSENGER ASSURANCE CO., 56 IOWA, 664.

Insurance: ACCIDENT POLICY: RECOVERY ON. Under the provisions of a policy insuring the holder against accidents while traveling on the conveyances of any common carrier, provided he complied with the rules and regulations of such carrier and exercised due diligence for self protection, it was held that a passenger on a railway car, who was injured by being thrown from the steps of the car, where he stood while the train was approaching a station, in violation of a known rule of the company, was not entitled to recover.

LAVERENZ v. THE C., R. I. & P. R. Co., 56 IOWA, 689.

Personal Injury: CONTRIBUTORY NEGLIGENCE. The rule is that, as a matter of law, a person voluntarily going upon a railway track at a point where there is an unobstructed view of the track, and failing to look or listen for danger, cannot recover for an injury which might have been avoided by so looking or listening; but when the view is obstructed, or other facts exist which tend to complicate the question of contributory negligence, it becomes one for the jury.

____ : ____ : ____ . Evidence considered and held to sustain a finding that a person who was killed while walking on the track of a railroad was not guilty of contributory negligence precluding a recovery by his administrator.

SMITH & BAYLIES v. THE C., R. I. & P. R. Co., 56 Iowa, 720.

Attorney's Lien: NOTICE OF: SUFFICIENCY. A notice of a claim for an attorney's lien, inserted by the plaintiff's attorneys in the original notice served upon the defendant in an action, is sufficient if properly signed.

____ : ____ : **SERVICE ON CORPORATION.** The service of notice of a claim for an attorney's lien upon the agent of a corporation, upon whom the original notice in the same action is served, and at the same time, is a sufficient service to bind the corporation.

—: WHEN GIVEN: ACTIONS OF TORT. The right to a lien on money due his client in the hands of the adverse party, given an attorney by subdivision 3 of section 215 of the Code, is not confined to actions on contract, but exists in all actions where there is a money liability from the adverse party to his client.

—: NOTICE. A single notice that a lien is claimed is sufficient to cover all services rendered in the action by the claimant, whether before or after the service of the notice.

HOGDON v. GREEN, 56 Iowa, 733.

Tax Deed: Presumption of Regularity. Evidence held sufficient to overcome the presumption in favor of the recitals in a tax deed.

Deed: as Evidence: Recital of Consideration. The recital in a warranty deed of the consideration therefor is not evidence to show that the grantee is a purchaser for value, as against one claiming adversely to his title.

O'CONNOR v. ST. L., K. C. & N. R. Co., 56 Iowa, 735.

Construction of on Streets: Instructions. Instructions, in an action to recover damages for injuries to property by reason of the construction of a railroad on the street adjacent, considered and held erroneous, as inapplicable to the issues made by the pleadings.

—: —: DAMAGES TO ABUTTING PROPERTY. In such actions the measure of damages is the difference between the rental value of the property with the road as constructed and its rental value if the road had been properly constructed.

BOYLE v. THE C., R. I. & P. R. Co., 56 Iowa, 765.

Negligence: Evidence Considered. The plaintiff is a laborer and an employee of the defendant. He was a shoveler working with a construction train. His duty required him to accompany the train and aid in loading and unloading the cars composing the train. The cars were known as flats. Petition alleges that the conductor of the train ordered him, among others, while engaged in the line of his duty, to get aboard the train, and that in obedience to this order he was climbing on the rear of one of the cars, when the engine, without any signal, suddenly pushed the car plaintiff was climbing on back against another car, caught his foot and ankle and greatly injured it, without any fault or negligence on his part.

The defendant pleaded that it was not negligent, and that plaintiff was guilty of contributory negligence. Trial by jury, verdict and judgment for plaintiff. Defendant appeals. Affirmed.

REED v. THE C., R. I. & P. R. Co., 57 Iowa, 23.

Practice: Evidence: Admission of. Where certain evidence was ruled out, but afterwards the same in substance was admitted, it was held, if error, to be without prejudice.

—: INSTRUCTIONS. If the true meaning of the instructions was sufficiently plain, and could not have been misunderstood by the jury, there was no error.

—: PERSONAL INJURIES: MEDICAL ATTENDANCE. To recover for medical attendance and medicines, in actions for personal injuries, the value thereof must be established by proof; and where no value is shown, an instruction including reasonable compensation therefor is erroneous.

FUBMAN v. THE C., R. I. & P. R. Co., 57 Iowa, 42.

Attachment: AGENCY: INSTRUCTIONS. Where household goods belonging to the wife were delivered to a railroad company for shipment by the husband, and were attached while in the defendant's depot, in a suit against the husband, and notice thereof was duly given to him while so acting as the agent of his wife, and in time to assert a right to the goods: *held*, that the law would recognize the husband as the wife's agent in transactions relating to the removal of their household goods; that she could not recover for failure to deliver the goods; and that the verdict was so in conflict with the instructions and the testimony it should have been set aside.

Instructions: PRACTICE. Where there was no evidence whatever, tending to show collusion, an instruction directing the jury to inquire whether the goods were seized by collusion on the part of the defendants was erroneous.

LEWIS v. THE C., M. & St. P. R. Co., 57 Iowa, 127.

Evidence: NEGLIGENCE. A party cannot be chargeable with negligence for not doing that, which, if done, would afford him no protection; and evidence tending to show that plaintiff's failure to plow around his hay stacks did not contribute to the loss, was properly admitted.

—: **INTERROGATORIES TO THE JURY.** The interrogatories submitted to the jury for special findings must present specific questions of fact.

—: **VERDICT NOT SUSTAINED.** Where the plaintiff did not own, or have any interest in the land upon which the hay was cut, a verdict allowing damages for the destruction of the hay, is not sustained by the evidence. Having no property in the thing destroyed he cannot maintain an action for its destruction.

ROBERTSON v. ANDERSON, 57 Iowa, 165.

Taxation: ASSESSMENT: IMPROVEMENTS ON LAND. While the improvements upon land, such as a patent limekiln and railroad switch, should be taken into consideration in determining the value of the land for the purposes of assessment and taxation, yet it is wholly immaterial whether the valuations of the land and the improvements are aggregated or stated separately.

HEBRIMAN v. THE B., C. R. & N. R. Co., 57 Iowa, 187.

Statute Penalties: LIMITATION. An action under chapter 68, acts of the 15th General Assembly, to recover the forfeiture as provided therein, is an action to recover a statute penalty; that provision is criminal rather than remedial; and the limitation for the recovery of statute penalties applies.

—: **NOT BARRED.** Where the statute imposes two distinct, not alternative, penalties for the same act, the enforcement of one will not bar the enforcement of the other.

—: **FORFEITURE: LIMITATION.** The essential idea of forfeiture is a loss of property by way of punishment, and as used in the statute it indicates something more than compensation; and where so much of the claim as embraces a statute penalty is barred, the whole will be barred, for the same provisions of the statute of limitations must be applied to the entire claim.

RUSH ET AL. v. THE B., C. R. & N. R. Co., 57 Iowa, 201.

Tenants in Common: DEED BY ONE: DAMAGES. Where one of two tenants in common deeded the right of way through their premises to a railroad company upon certain conditions, and the company entered but failed to comply with the

conditions, the tenant granting the deed can maintain an action to recover damages for the breach of contract, and the other, the entry being without her consent, for the trespass.

TRUESDELL v. GREEN ET AL., 57 IOWA, 215.

Tax in Aid of. A tax in aid of a railroad, procured to be voted by representations that it would only be enforced as against non-resident tax payers, will not be sustained.

Tax Titles: VOID: BONA FIDE PURCHASER. Where the treasurer, after the adjournment of a tax sale, executed certificates, without a sale, to a pretended purchaser, pursuant to a prior private agreement with him, the tax titles and deeds based upon such certificates were absolutely void, and a purchaser thereunder, by warranty deed, for value and without notice, would not be protected as an innocent purchaser.

—: **ESTOPPEL.** Where the tax payer did not know prior to the construction of the railroad, that the work was being done on the faith of the tax voted in its aid, he is not estopped from denying the validity of the tax.

C. I. R. Co. v. THE M. & A. R. Co., 57 IOWA, 249.

Right of Way: ABANDONMENT. The provisions of section 1260, Code, as amended by act of 1874, in relation to the abandonment of a railroad line, clearly contemplate there may be an abandonment of a part of a constructed railway. Whether an abandonment exists depends upon the circumstances of each case.

—: **STATUTE CONSTITUTIONAL.** The statute, section 1260, Code, as amended by act of 1874, is constitutional. Following *Noll v. D. B. & M. R. Co.*, 32 Iowa, 66. The constitutionality of so much of the statute as provides for "assessing the damages," will not be inquired into in equity, there being a complete remedy at law.

—: —: **BECK, justice, dissenting, held:** that a railroad through its entire extent, must be regarded as a unity; that while there was an intention to complete the work, there could be no abandonment; and that in this case no part of plaintiff's line had been abandoned.

ROBERTSON v. THE CENTRAL IOWA RAILWAY CO., 57 IOWA, 376.

TRESPASS: RIGHT OF WAY. Where the petition embraced two causes of action, damages for the trespass and for the right of way taken, and an offer of compromise was made and accepted in the case, both claims were thereby settled and adjusted.

—: **COMPROMISE: DEED FOR RIGHT OF WAY.** Under the pleadings the compromise stood in place of the judgment of a court, and upon payment of the amount agreed upon the defendant had the right to demand a deed for the right of way, and the court had jurisdiction to order the deed executed.

—: **PRACTICE.** The appointment of a commissioner to execute the deed for the right of way, upon the tender of the amount agreed upon therefor, without giving the party a reasonable time in which to execute it, if irregular, worked no prejudice, and affords no ground for reversal.

DRADY v. THE D. M. & FT. D. R. CO., 57 IOWA, 393.

Construction of side tracks over Streets. Where a railroad, duly authorized by an ordinance of a city, and also by virtue of section 1321, Revision, constructed its track along a certain street, it was held that the successor in inter-

est of said company had no right, after section 464 of the Code took effect, to construct switches or side tracks on said street without making compensation to the abutting lot owners for injuries resulting therefrom.

_____: CONSTITUTIONAL LAW. Where a part of a statute is unconstitutional, that fact does not authorize the court to declare the remainder void, if the provisions are distinct and separable. Even if the defendant in this case could not be denied the right to construct the switch in question, yet it can be done only upon making compensation therefor.

_____: COMPENSATION: TRESPASS. The compensation provided by section 464, Code, as amended, cannot be limited to damages for change of grade, but it includes all legitimate damages, and where the occupation of the street was unlawful, a party, if injured thereby, may maintain an action for the trespass before the permanent damages are assessed.

MEYERS v. THE C., R. I. & P. R. Co., 57 Iowa, 555.

Municipal Corporations: ORDINANCE: LIMITING SPEED OF RAILWAY TRAINS. Municipal corporations have power, as a police regulation, to pass ordinances regulating the speed of railway trains within the corporate limits, but such regulations must be reasonable and proper.

_____: _____. UNREASONABLE AND VOID. Where an ordinance of a city limits the speed of railway trains to four miles per hour, and the road passes through agricultural lands, fenced on both sides, for three miles after entering the limits of the city, and before reaching the inhabited portion thereof, such ordinance operates as a restraint upon commerce, and, as to such portion of the road, is unreasonable and void.

ALLEN v. THE B., C. R. & N. R. Co., 57 Iowa, 623.

Damages: PERSONAL INJURIES: EVIDENCE. In an action for personal injuries sustained by a brakeman, while getting off a moving train to turn a switch, witnesses were allowed to testify that it was "in the line of his duty" for a brakeman to get off over the side of the car, while the train was in motion. *Held*, error.

_____: _____. Where witnesses for the plaintiff had testified that a certain "cattle chute" was constructed dangerously near the track, the evidence offered by the defendant that persons had frequently ridden past it holding to the side of the car, was proper and should have been received.

Instructions: CONSIDERED TOGETHER. All the instructions must be read and considered together, and where it is not probable the jury have been misled by the omission of a certain qualification in one which was explicitly given in others, there was no error.

Negligence. Where a railway company erects "cattle chutes" in such close proximity to its track as to endanger the lives of its employes, in the proper operation of its trains, it is negligence. If the "chutes" are constructed so as to be reasonably safe for employes operating trains in a reasonable and prudent manner, the company is not chargeable with negligence.

Instructions: REFUSAL TO GIVE. Where the doctrine of an instruction asked was fairly presented in one given by the court, the refusal to give it, though proper in itself, was not error.

LANCE v. THE C. M. & ST. P. R. Co., 57 Iowa, 636.

Award of damages: APPEAL: OWNER AND MORTGAGEE. Where, in the condemnation of land for railroad purposes, the award of damages was made to the

owner and the mortgagee jointly, on proper notice to both parties, the owner may prosecute an appeal therefrom without uniting the mortgagee as a party to such appeal.

— : RIGHT OF WAY: GROWING CROPS: DAMAGES. If growing crops were destroyed by the appropriation of the right of way and entry thereunder, the owner may prove the value of the crops as an element of damage.

— : BUILDINGS: INCREASED RISKS: EVIDENCE. Evidence of the value of the buildings and a grove, and the increased hazard from fire by reason of their proximity to the track, was improperly admitted. It was proper to show the situation, and its effect upon the value of the property may be considered, but the increased danger of the destruction of buildings, and the like, by fire, is too remote and contingent for legal inquiry.

LAWSON v. THE C., R. I. & P. R. Co., 57 Iowa, 672.

Negligence: SPECIAL FINDINGS: INSTRUCTIONS. Several cattle were killed and injured by separate trains of defendant. In an action for the entire damage the defendant asked for special findings as to the amount of damage done by each train. The court submitted the questions with an instruction that if the jury found that damage was done by both trains, and that one train was operated with reasonable care, then they should answer the questions. No special findings were returned with the general verdict, whereupon the defendant moved to require the jury to return answers to the questions, which motion was overruled. *Held*, that the instruction was correct and the motion properly overruled; that under the general verdict the questions asked became immaterial; and that the statute, section 2808, Code, does not require special findings of immaterial facts.

— : — : EVIDENCE: SUFFICIENCY OF TO SUSTAIN VERDICT. Where the evidence of negligence does not show such an absence of proof as to authorize the conclusion that the verdict was the result of passion or prejudice, the judgment will not be disturbed.

SLOCUMB v. THE C., B. & Q. R. Co., 57 Iowa, 675.

Right of way: LANDS CONVEYED SUBJECT TO. Premises adjacent to a railroad were conveyed to plaintiff, "subject to any right of way, said railroad may own over the same." The railroad company had previously become entitled to thirty-five feet in width from the center line of its track as right of way, but there was nothing of record showing the extent of such easement. The railroad was in operation at the time, and a fence had been constructed on one side near the track. *Held*, that plaintiff was advised by the presence of the railroad and the recitals in the conveyances that the railroad company claimed a right of way over the premises, and by inquiry could have learned the extent of that right; and that she must be regarded as having notice of all the facts which due and timely inquiry would have elicited.

— : — : ADVERSE POSSESSION. Under the facts in this case the plaintiff being affected with notice of the acquisition of an easement over the premises by the railroad company, could not acquire title to any portion of the right of way by adverse possession.

— : DIVERSION OF COURSE OF STREAM: ESTOPPEL. Where the plaintiff stood by and saw the defendant at great expense divert the course of a small stream, which previously had touched the corner of her premises, without objection, until the work of such diversion had been completed, she will not be entitled to a mandatory injunction restoring the stream to its original channel:

The rule: "He who is silent when he ought to speak will not be heard to speak when he ought to keep silent," applied.

REUSCH ET AL. V. THE C., B. & Q. R. CO., 57 IOWA, 687.
LONG ET AL. V. THE SAME.

Practice: REINSTATING EVIDENCE. To justify the court in reinstating the evidence in a case, after it has once been stricken out for the reason it did not appear the evidence had ever been certified, it should at least be shown that it was duly certified within the time required by statute.

Eminent Domain: PUBLIC USE: DIVERTING COURSE OF STREAM. A railroad company may, under chapter 191, laws of 1880, condemn land for right of way for a channel and change the course of a stream, where the safety of the traveling public would be promoted thereby. For such object the land would be taken for a public use, authorizing the exercise of the right of eminent domain, and for that purpose the statute is not unconstitutional. Whether such right exists where merely the convenience and economy of the company would be promoted, not determined.

LAWRENCE V. SMITH, 57 IOWA, 701.

Railroads: SUBSCRIPTION NOTE: EVIDENCE. In an action upon a subscription in the form of a note, to aid in the construction of a railroad, it was competent for the defendant to show by the subscription papers and by the declarations of the agent who procured the note, that the railroad was to be built between certain points. The leasing of a part of the road between two points is not a compliance with the contract to construct a road between said points.

HICKENBOTTOM V. THE C., B. & Q. R. CO., 57 IOWA, 704.

Evidence: SUFFICIENCY OF: NEW TRIAL. Where the evidence fully sustains the verdict, the judgment of the court below must be affirmed; and newly discovered evidence, which is merely cumulative, will not entitle the party to a new trial.

MUNDHENK V. THE C. I. R. CO., 57 IOWA, 718.

Injury to Stock: DUTY TO CONSTRUCT CATTLE GUARDS. The statute, providing that every corporation operating a railway shall make proper cattle guards, where the same enters and leaves any fenced land, is imperative. The company has the right to fence at all places, except where the public convenience excludes that right, as at depot grounds; and under the facts of this case the question, whether the injury was done at a place where it was fit, proper and suitable for the defendant to fence, was properly excluded from the jury.

—: INSTRUCTION: EVIDENCE. An instruction, asked by the defendant, and based upon evidence not found in the record, was properly refused.

—: —: LIABILITY FOR: ADMISSION OF: EVIDENCE. In an action to recover for injury to stock by a railroad train, evidence that defendant's road-master agreed upon an arbitration is not competent to show the liability of the company. An offer to arbitrate is not an admission of liability, nor would any admission by the road-master, at another time and place, be deemed the admission of the company.

—: —: INSTRUCTION. The giving of an instruction based upon a theory wholly unsupported by the evidence, was misleading, and prejudicial error.

—: —: DOUBLE DAMAGES: AFFIDAVIT FOR: AMENDMENT: SERVICE. The affidavit, served for the purpose of entitling claimant to double damages for stock killed by a railroad train, need not specifically designate the place where the injury was done. The jurat to such affidavit may be amended within such reasonable time as not to cause essential injury to the other party, and the notice of claim and the accompanying affidavit may be served by the plaintiff or any other person.

INDEX.

	PAGE.
ACCIDENTS—	
to persons during the year.....	21
killed and injured, how.....	21
caused by walking on track.....	21
table of	79
ADVISORY COMMITTEE —on differential rates.....	33
APPENDIX—	
A, adjustment of complaints.....	411
B, legislation and decisions	569
ASHALL, F. C. , complaint of against Central Iowa.....	433
AYRES, S. A. & CO. , complaint of against the C., R. I. & P....	415
BELLAMY, S. K., & SONS , complaint of against various lines..	493
BENEDICT, GEO. , complaint of against C., M. & St. P.....	553
BILLINGS, E. , complaint of against C. & N. W. and M. & St. L..	559
BLACKMORE, E. L., et al. , complaint of against Illinois Central.	455
BOND, N. J. , complaint of against W., St. L. & P.....	451
BOUSQUET, H. F. , complaint of against C., R. I. & P.....	535
BRENT, L. H. , complaint of against C. & N. W.....	531
BRIDGES—	
number, length, and kind.....	20
table of	76
BUDD, J. L. , complaint of against C. & N. W., <i>et al.</i>	494
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY—	
annual report of.....	93
complaint of Andrew Dodd against.....	528
complaint of E. E. Gould against.....	559
complaint of J. Q. Hanna against.....	422
complaint of W. G. Henry <i>et al.</i> against	528
complaint of Independence Mills Company against.....	413, 444
complaint of I. M. Lieser <i>et al.</i> against.....	438
complaint of Tom. H. Milner against.....	464
complaint of W. S. Richie against	418
complaint of C. W. Robinson against.....	560
complaint of H. H. Withington against.....	541
complaint of Alfred Wood against.....	532
BURLINGTON & NORTHWESTERN RAILWAY—	
annual report of.....	371
BURLINGTON & WESTERN RAILWAY—	
annual report of.....	381
BURT, C. J., PRESIDENT—	
complaint of against C. N. W. and C., M. & St. P.....	539
CAMPBELL, DANIEL—	
complaint of against S. C. & P. and C. & N. W	465
CANALS —free in New York.....	47
CAPITAL STOCK—	
amount representing roads in Iowa (estimated).....	4
amount held in Iowa.....	4
number of stockholders in Iowa.....	4

	PAGE.
CAPITAL STOCK—CONTINUED.	
table of	5
increase of	6
comparative table of, for years 1878, 1879, 1880, 1881, and 1882	7
table of	56
comparative tables of, for the years 1878, 1879, 1880, 1881, and 1882	58
CARS —capacity of freight	39
CAR MILEAGE —table of	74
CATTLE GUARDS —number reported	20
CEDAR FALLS & MINNESOTA RAILROAD —	
annual report of	306
CEDAR RAPIDS & MARION STREET RAILWAY —	
annual report of	397
CEDAR RAPIDS & MISSOURI RIVER RAILROAD —	
annual report of	218
CENTRAL IOWA RAILWAY —	
annual report of	118
complaint of F. C. Ashall against	433
complaint of citizens of Northwood <i>et al.</i> against	468
complaint of N. Densmore against	529
complaint of I. M. Lieser against	438
CHICAGO, BURLINGTON & KANSAS CITY RAILWAY —	
annual report of	108
CHICAGO, BURLINGTON & PACIFIC RAILROAD —	
complaint of J. R. Jameson against	556
complaint of G. B. Nelson <i>et al.</i> against	557
CHICAGO, BURLINGTON & QUINCY RAILROAD —	
congressional land grant	24
annual report of	181
complaint of L. H. Dalhoff & Co. against	561
complaint of John Hatswell against	554
complaint of H. J. Heaton against	459
complaint of Thos. J. Hoopes against	467
complaint of Hutton & Durrette against	421
complaint of F. H. Jerome against	445
complaint of Miles H. Luther against	527
complaint of Marshall & Son against	497
complaint of N. B. Moore against	487
complaint of Rand Lumber Company against	550
complaint of Spencer Brothers against	449, 540
complaint of J. C. Taylor against	531
complaint of Trustees of Red Oak township	554
CHICAGO, IOWA & NEBRASKA RAILROAD —	
annual report of	214
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY —	
congressional land grant	25
annual report of	169
complaint of Geo. Benedict against	553
complaint of J. L. Budd against	494
complaint of C. J. Burt, president, against	539
complaint of Andrew Dodd against	528
complaint of Wm. G. Henry <i>et al.</i> against	528
complaint of Independence Mills Company against	413
complaint of Albert Rosa against	484
complaint of H. D. Smith against	563
complaint of Alfred Wood against	532
CHICAGO & NORTHWESTERN RAILWAY —	
annual report of	194
complaint of Earl Billings against	559
complaint of L. H. Brent against	431
complaint of J. L. Budd against	494
complaint of C. J. Burt, president, against	539
complaint of Daniel Campbell against	465

CHICAGO & NORTHWESTERN RAILWAY—CONTINUED.	PAGE
complaint of J. Q. Hanna against.....	422
complaint of E. S. Kendall against.....	537
complaint of Mehlhop & Co. against.....	558
complaint of David Morris against.....	459
complaint of Sam'l F. Parker against.....	457
complaint of John Raber against.....	458
complaint of C. W. Robison against.....	539
complaint of Jas. Stewart <i>et al.</i> against.....	442
complaint of H. H. Withington against.....	541
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY—	
congressional land grant	25
annual report of	231
complaint of S. A. Ayres & Co. against.....	415
complaint of H. F. Bousquet against.....	535
complaint of R. B. Fisher against.....	420
complaint of Michael Hayes against.....	489
complaint of C. A. Hornaday against.....	481
complaint of F. A. Martin against.....	531
complaint of Ottumwa Iron Works against.....	482
CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA RAILWAY—	
annual report of	248
complaint of S. M. Hewett against	538
CITIZENS OF ADEL—	
complaint of, against D. M. & F. D.....	558
CITIZENS OF NORTHWOOD ET AL.—	
complaint of, against C. I.....	468
COMMISSIONERS, BOARD OF—	
retiring of M. C. Woodruff	3
appointment of James Wilson	3
number of complaints investigated by.....	4
COMPILATION OF RAILROAD RETURNS.....	58-59
COMPLAINTS AGAINST RAILROAD COMPANIES—	
Ashall, F. C., against the Central Iowa.....	488
Ayres, Samuel A., & Co., against the C., R. I. & P.....	415
Bellamy, S. K., & Sons, against various lines	403
Benedict, Geo., against the C., M. & St. P.....	553
Billings, Earl, against the M. & St. L. and C. & N. W.....	559
Blackmore, E. L., <i>et al.</i> , against the Ill. Cent.....	455
Bond, N. J., against the W., St. L. & P.....	451
Bousquet, H. F., against the C., R. I. & P.....	535
Brent, L. H., against the C. & N. W.....	531
Budd, J. L., against the C. & N. W. <i>et al.</i>	494
Burt, C. J., Pres't, against the C., M. & St. P. <i>et al.</i>	539
Campbell, Daniel, against the S. C. & P. and C. & N. W.....	465
Citizens of Adel against the D. M. & F. D.....	558
Citizens of Northwood <i>et al.</i> against the C. I.....	468
Dalhoff, L. H., & Co., against the W., St. L. & P. and C., B. & Q.....	561
Davison, M., against the W., St. L. & P.....	549
Densmore, N., against the C. I.....	529
Dodd, Andrew, against the B., C. R. & N.....	528
Fisher, R. B., against the C., R. I. & P.....	420
Gould, E. E., against the B., C. R. & N.....	559
Groneweg & Schoentgen against the K. C., St. J. & C. B.....	538
Hanna, J. Q. against the C. & N. W. and B., C. R. & N.....	422
Hatswell, John, against the C., B. & Q.....	554
Hayes, Michael, against the C., R. I. & P.....	489
Heaton, H. J., against the C., B. & Q.....	489
Henry <i>et al.</i> against the B., C. R. & N. and C., M. & St. P.....	528
Hewett, S. M., against the C., St. P., M. & O. <i>et al.</i>	538
Hill, Jno. N., against the M. & St. L.....	557
Hoopes, Thos. J., against the C., B. & Q.....	467
Hornaday, C. A., against the C., R. I. & P.....	481
Hutten & Durrette against the C., B. & Q.....	421
Independence Mills Co. against the Ill. Cent. <i>et al.</i>	413, 444

COMPLAINTS AGAINST R. R. COMPANIES—CONTINUED.		PAGE.
Jamison, J. R., against the C. B. & P.....	556	
Jérôme, F. H., against the C. B. & Q.....	445	
Kendall, E. S., against the C. & N. W.....	537	
Knowles, W. F., against the Ill. Cent.....	450	
Leiser, I. M., against the B. C. R. & N.....	438	
Lighthall, B., against the Ill. Cent	564	
Luther, Miles H., against the C. B. & Q.....	527	
Marshall & Son against the C. B. & Q.....	497	
Martin, F. A., against the C. R. I. & P.....	531	
Mehlhop, Son & Co. against the C. & N. W.....	558	
Milner, Tom. J., against the B. C. R. & N.....	464	
Moore, N. B., against the C. B. & Q.....	487	
Morris, David, against the C. & N. W.....	459	
Nelson, G. B., <i>et al.</i> against the C. B. & P	537	
Ottumwa Iron Works against the C. R. I. & P.....	482	
Parker, Samuel F., against the C. & N. W.....	457	
Raber, John, against the C. & N. W.....	458	
Rand Lumber Co. against the C. B. & Q.....	550	
Ritchie, W. S., against the B. C. R. & N.....	418	
Robison, C. W., against the C. & N. W. and Ill. Cent.....	539	
Robison, C. W., against the B. C. R. & N.....	560	
Rosa, Albert, against the C. M. & St. P.....	484	
Smith, H. D., against the C. M. & St. P.....	563	
Spencer Bros. against the C. B. & Q.....	449, 540	
Stewart, Jas., <i>et al.</i> against the C. & N. W.....	442	
Taylor, J. C., against the C. B. & Q.....	531	
Toulinson, R. B., against the Ill. Cent	436	
Trustees of Red Oak Township against the C. B. & Q.....	554	
Township Trustees of Grant against the C. B. & Q.....	554	
Withington, H. H., against the B. C. R. & N. and C. & N. W..	541	
Wood, Alfred, against the B. C. R. & N. and C. M. & St. P.....	632	
Yungelas, J. H., against the Ill. Cent	567	
CONGRESSIONAL LAND GRANTS—		
net amount realized therefrom.....	24	
CONGRESSIONAL LEGISLATION—		
Regan bill considered	42	
McDill bill considered	43	
CONGRESSIONAL REGULATION OF RAILROADS.		41
COST OF ROADS AND EQUIPMENT.		7
table of	60	
COUPLING CARS, accidents resulting therefrom		21
CROOKED CREEK RAILWAY, annual report of		204
CROSSINGS, RAILROAD AND HIGHWAY.		20
table of	70	
DALHOFF, L. H., & CO.—		
complaint of, against W., St. L. & P. and C. B. & Q.....	561	
DAVISON, M., complaint of against W., St. L. & P.....		549
DEBT, amount of funded and floating.....		5
per mile, table of	5	
increase or decrease, table of	6	
table of	57	
comparative table of, for years 1878, '79, '80, '81, and '82	59	
DENSMORE, N., complaint of against Central Iowa.....		529
DES MOINES & FORT DODGE RAILROAD—		
congressional land grant	25	
annual report	271	
complaint of citizens of Adel against	558	
DES MOINES & MINNEAPOLIS RAILROAD—		
annual report of	224	
DES MOINES, OSCEOLA & SOUTHERN RAILROAD—		
annual report of	386	
DIGEST, of recent decisions in railroad cases.....		579

	PAGE.
DODD, ANDREW, complaint of against B., C. R. & N.....	528
DOMESTIC EXPORTS	47
DOUBLE TRACK, amount of, in Iowa.....	16
DUBUQUE & DAKOTA RAILROAD, annual report of.....	285
DUBUQUE & SIOUX CITY RAILROAD, annual report of	310
EARNINGS—	
gross for the roads in Iowa.....	8
increase and decrease of.....	9
for carrying mails.....	9
per train mile.....	10
per mile of road.....	10
comparative table of for the years 1880, 1881, and 1882.....	11, 69
net for the year.....	12
roads showing excess of over expenses.....	14
table of.....	61
EMPLOYES—	
total number of in Iowa	20
amount received for services during year.....	20
table of.....	75
EQUIPMENT—	
of what it consists.....	19
table of	75
EXPENSES—	
operating compared with last year.....	10
operating compared with earnings.....	10, 14
per train mile, table of.....	12
classified in detail.....	13
roads showing excess over earnings.....	14
table of operating	62
table of subdivisions in operating.....	63
table of compared with earnings.....	66
table of comparative for the years 1880, 1881, and 1882.....	70
FENCING—	
number of miles in Iowa and cost of.....	18
table of	72
FISHER, R. B., complaint of against C., R. I. & P	
FORT MADISON & NORTHWESTERN RAILWAY—	
annual report of	390
FREIGHT CAR MILEAGE—	
number of miles run	19
table of	74
FREIGHT RATES—	
average of in Iowa	19
war of in 1881.....	32
Mr. Vanderbilt's suggestion on	36
GOULD, E. E., complaint of against B., C. R. & N.....	
GRADES—	
table of ascending east and south.....	86
table of ascending west and north	88
GROENEWEG & SCHONTGEN—	
complaint of against K. C., St. J. & C. B.....	533
HANNA, J. Q., complaint of against C. & N. W. and B., C. R. & N.	
HATSWELL, JOHN, complaint of against C., B. & Q.....	
HAYES, MICHAEL, complaint of against C., R. I. & P.....	
HEATON, H. J., complaint of against C., B. & Q.....	
HENRY, WM. G., ET AL., complaint against B., C. R. & N. and C., M. & St. P.....	
HEWETT, S. M., complaint of against C., St. P., M. & O., <i>et al.</i>	

	PAGE.
HILL, JNO. N., complaint of against M. & St. L.....	557
HOOPES, THOS. J., complaint of against C., B. & Q.....	467
HORNADAY, C. A., complaint of against C., R. I. & P.....	481
HUTTEN & DURRETTE, complaint of against C., B. & Q.....	421
 ILLINOIS CENTRAL RAILROAD—	
line in Iowa leased.....	16
annual report of.....	295
complaint of mayor of Aplington, <i>et al.</i> , against.....	455
complaints of Independence Mills Co. against.....	413, 444
complaint of W. F. Knowles against.....	450
complaint of B. Lighthall against.....	564
complaint of R. B. Tomlinson against.....	436
complaint of J. H. Yungelas against.....	567
INDEPENDENCE MILLS CO.—	
complaints of against Illinois Central, <i>et al.</i>	413, 444
INTEREST AND DIVIDENDS—table of compared with income	
INTER-STATE COMMERCE—regulation of by State.....	28
IOWA FALLS & SIOUX CITY RAILROAD—	
congressional land grant	25
annual report of	314
 JAMISON, J. R., complaint of against C. B. & P.....	
JEROME, F. H., complaint of against C., B. & Q.....	445
JUDICIAL DECISIONS—	
digest of in recent railroad cases.....	579
 KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS RAIL- ROAD—	
annual report of.....	153
complaint of Groneweg & Schoentgen against.....	533
complaint of S. M. Hewett against.....	538
KENDALL, E. S., complaint of against C. & N. W.....	537
KNOWLES, W. F., complaint of against Illinois Central.....	450
 LAND GRANTS—of railroads in Iowa.....	
LAWS OF THE NINETEENTH GENERAL ASSEMBLY—	
relating to railroads compiled.....	571-578
railroad aid taxes, cancellation of.....	571
land grant, of S. C. & St. P. resumed.....	572
relief of claimants under.....	576
property, malicious mischief to punished.....	573
sale of S. P. & S. C. legalized.....	574
highway crossings shall be put in good repair.....	575
cities and towns may donate sites for depots, etc.....	576
commissioner's tax, payment of into State treasury.....	578
LIESER, I. M., ET AL., complaint of against B., C. R. & N.....	438
LIGHTHALL, B., complaint of against Illinois Central.....	564
LUTHER, MILES H., complaint of against C., B. & Q.....	527
 MAILS—receipts for transporting (see table).....	
MAPLE RIVER RAILROAD—annual report of.....	227
MARSHALL & SON, complaint of against C., B. & Q.....	497
MARTIN, F. A., complaint of against C., R. I. & P.....	531
MAXIMUM RATES—fixed by Illinois R. R. Commissioners.....	26
MEHLHOP, SON & CO., complaint of against C. & N. W.....	558
MILEAGE—	
train.....	18
freight car.....	19
table of.....	73

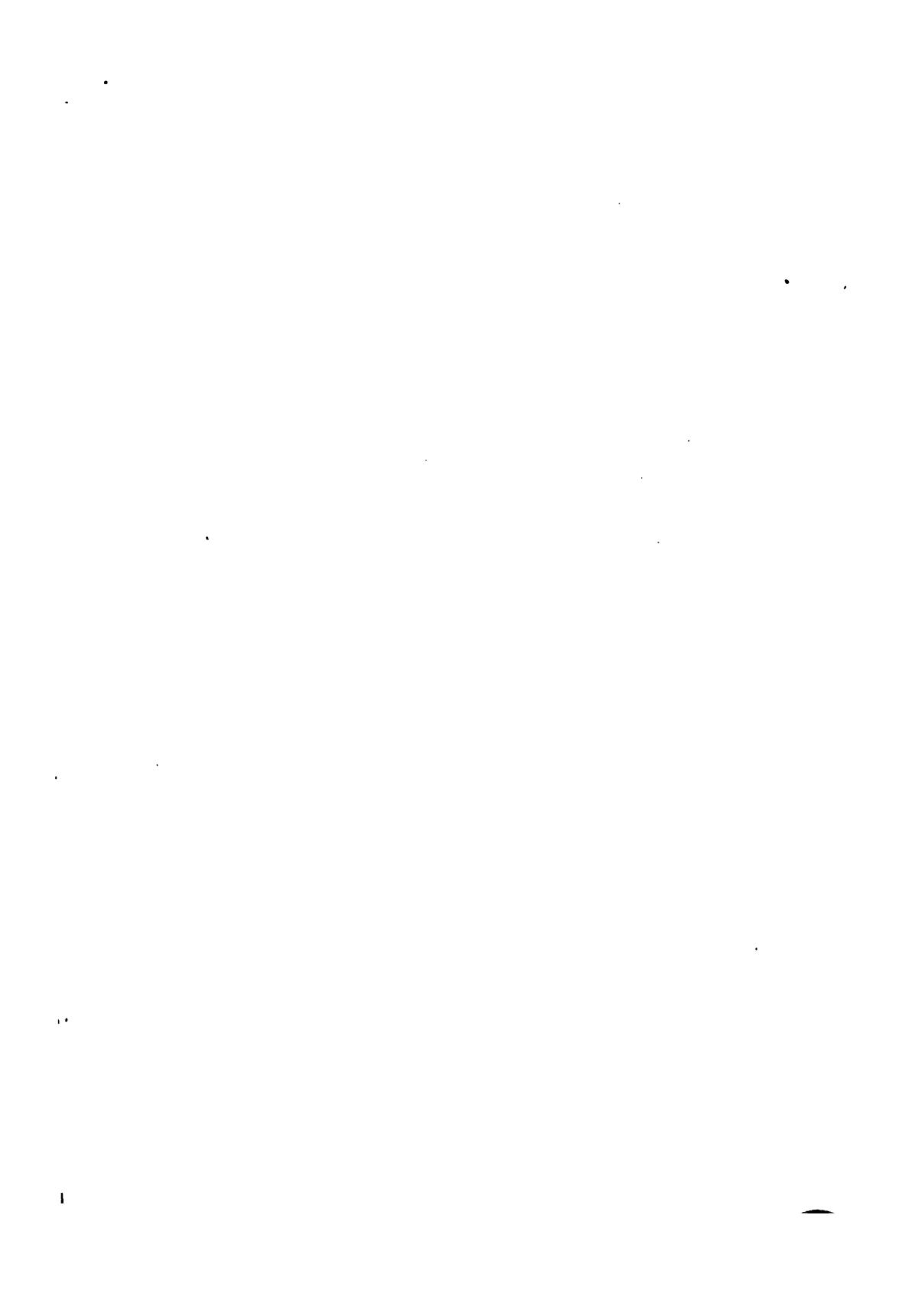
	PAGE.
MILNER, TOM J. , complaint of against B., C. R. & N.....	464
MINNEAPOLIS & ST. LOUIS RAILWAY—	
annual report of.....	819
complaint of Earl Billings against.....	559
complaint of John N. Hill against.....	557
MOORE, N. B. , complaint of against C. B. & Q.....	487
MORRIS, DAVID , complaint of against C. & N. W.....	459
 NELSON, G. B., ET AL. , complaint of against C. B. & P.....	557
 OTTUMWA IRON WORKS , complaint of against C. R. I. & P.....	482
 PARKER, SAM'L F. , complaint of against C. & N. W.....	457
POOLS —discussion of	48
PROPERTY ACCOUNTS—	
increase of during year.....	15
table of.....	80
 RABER, JOHN , complaint of against C. & N. W.....	458
RAILROADS—	
Commissioners' observations on.....	3
miles of in Iowa.....	16
owned and leased.....	16
double track and sidings.....	16
steel and iron rails, table of	17
number of track sections in Iowa.....	17
number of years iron rails last in track.....	18
compiled returns and tables of	56-89
reports of companies	93-410
RAILROAD REPORTS —suggestion as to time of making.....	88
RAND LUMBER COMPANY —complaint of against C. B. & Q.....	550
RATES OF TRANSPORTATION—	
freight war in 1881.....	82
differential rates	82
an advisory committee appointed.....	83
 REGULATION OF INTER-STATE COMMERCE BY THE STATE	28
 RETURNS OF RAILROAD COMPANIES—	
Burlington, Cedar Rapids & Northern	93-107
Chicago, Burlington & Kansas City.....	108-117
Central Iowa.....	118-130
Chicago, Burlington & Quincy.....	131-152
Kansas City, St. Joseph & Council Bluffs.....	153-168
Chicago, Milwaukee & St. Paul.....	169-193
Chicago & Northwestern.....	194-213
Chicago, Iowa & Nebraska.....	214-217
Cedar Rapids & Missouri River.....	218-223
Des Moines & Minneapolis.....	224-226
Maple River.....	227-230
Chicago, Rock Island & Pacific.....	231-247
Chicago, St. Paul, Minneapolis & Omaha	248-263
Crooked Creek.....	264-270
Des Moines & Fort Dodge.....	271-284
Dubuque & Dakota.....	285-294
Illinois Central	295-305
Cedar Falls & Minnesota	306-309
Dubuque & Sioux City.....	310-313
Iowa Falls & Sioux City	314-318
Minneapolis & St. Louis.....	319-331
Sioux City & Pacific	332-345
St. Louis, Keokuk & Northwestern.....	346-355

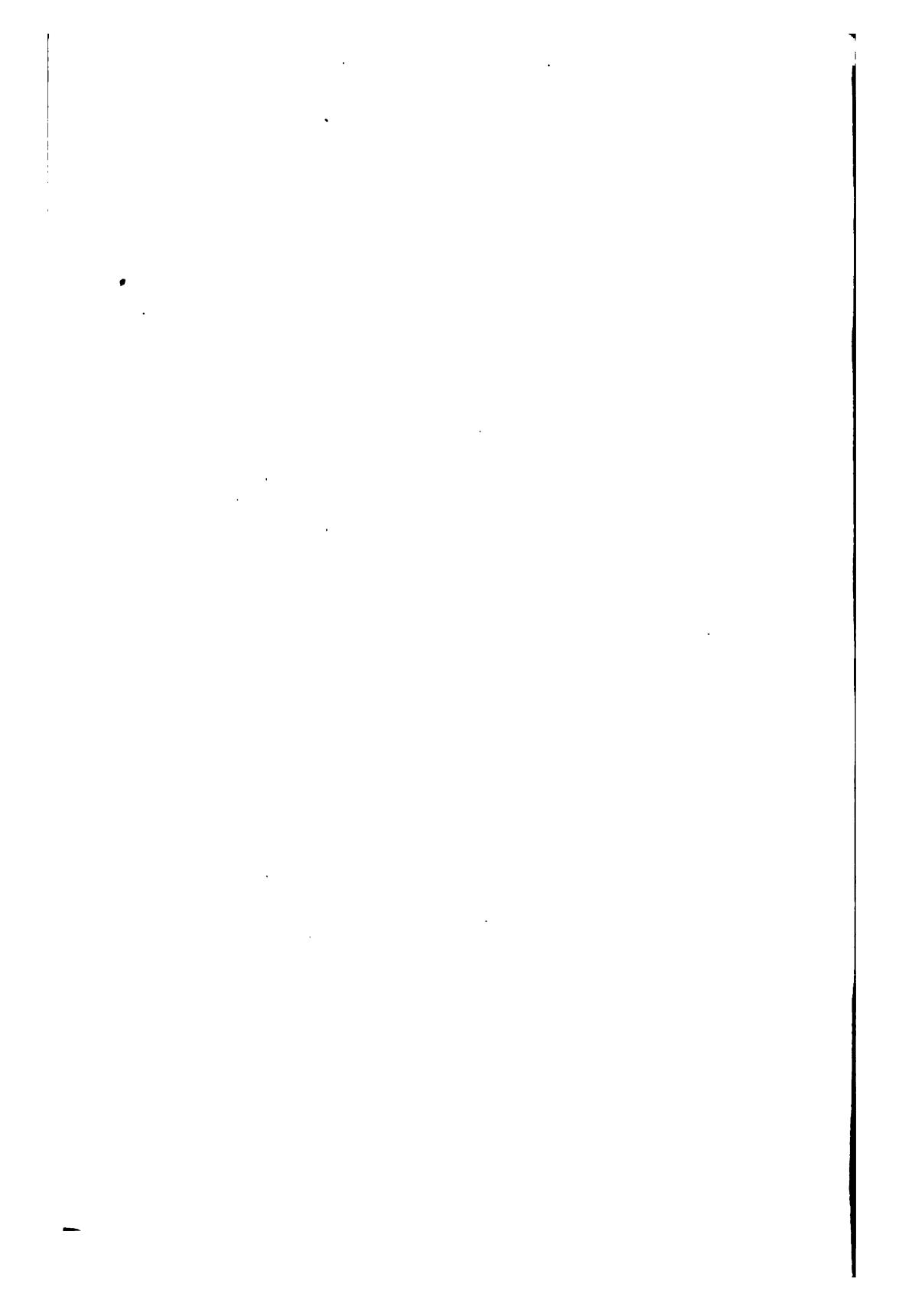
RETURNS OF RAILROAD COMPANIES—CONTINUED.	PAGE.
Wabash, St. Louis & Pacific.....	356-370
Burlington & Northwestern.....	371-380
Burlington & Western	381-385
Des Moines, Osceola & Southern.....	386-389
Fort Madison & Northwestern.....	390-396
Cedar Rapids & Marion.....	397-402
St. Louis, Des Moines & Northern.....	403-410
RICHIE, W. S., complaint of against B., C. R. & N	418
ROAD-BED AND TRACK—table of	72
ROBISON, C. W., complaint of against C. & N. W., and Ill. Cent.	539
ROBISON, C. W., complaint of against B., C. R. & N	560
ROSA, ALBERT, complaint of against C., M. & St. P.	484
 ST. LOUIS, DES MOINES & NORTHERN RAILWAY—	
annual report of	403
 ST. LOUIS, KEOKUK & NORTHWESTERN RAILWAY—	
annual report of	346
SIDINGS—amount of reported	16
 SIOUX CITY & PACIFIC RAILROAD—	
amount realized from congressional land grant	26
annual report of	332
complaint of J. L. Budd against.....	494
complaint of Daniel Campbell, against	465
complaint of S. M. Hewett.....	538
 SIOUX CITY & ST. PAUL RAILROAD—	
amount realized from congressional land grant	26
SMITH, H. D., complaint of against C., M. & St. P.	563
SPEED OF TRAINS—in Iowa.	19
SPENCER, BROS., complaint of against C., B. & Q.	449, 540
STATIONS—number reported in Iowa.	20
STEEL AND IRON RAILS—table showing miles of.	17
STEWART, JAS., et al., complaint of against C. & N. W.	442
STOCK AND DEBT—	
amount of in Iowa.....	5
table showing amount per mile of each company.....	5
 TABLES—	
capital stock and debt.....	5
cost of roads in Iowa.....	8
increase and decrease of gross earnings.....	9
earnings per train mile and per mile of road.....	10
earnings per train mile for 1880-81-82.....	11
operating expenses per train mile for 1880-81-82.....	12
classification of expenses in detail	13
operating expenses compared with earnings.....	14
property accounts, classification of	15
steel and iron rails, miles of in Iowa.....	17
tonnage classified	22
tonnage crossing the Mississippi River for the year.....	23
tonnage crossing the Missouri River for the year.....	23
tonnage that can be carried over the road, etc.....	24
transportation, comparative capacity of large and small cars.....	40
No. 1, of capital stock.....	56
No. 2, of debt	57
No. 3, of comparison of capital stock for years 1878-79-80-81-82	58
No. 4, of comparison of debt for years 1878-79-80-81-82	59
No. 5, of cost	60
No. 6, of earnings	61
No. 7, of operating expenses	62
No. 8, of subdivision of expenses in operating roads	63
No. 9, of operating expenses compared with earnings	66
No. 10, of operating expenses, interest, and rental, compared with income	67

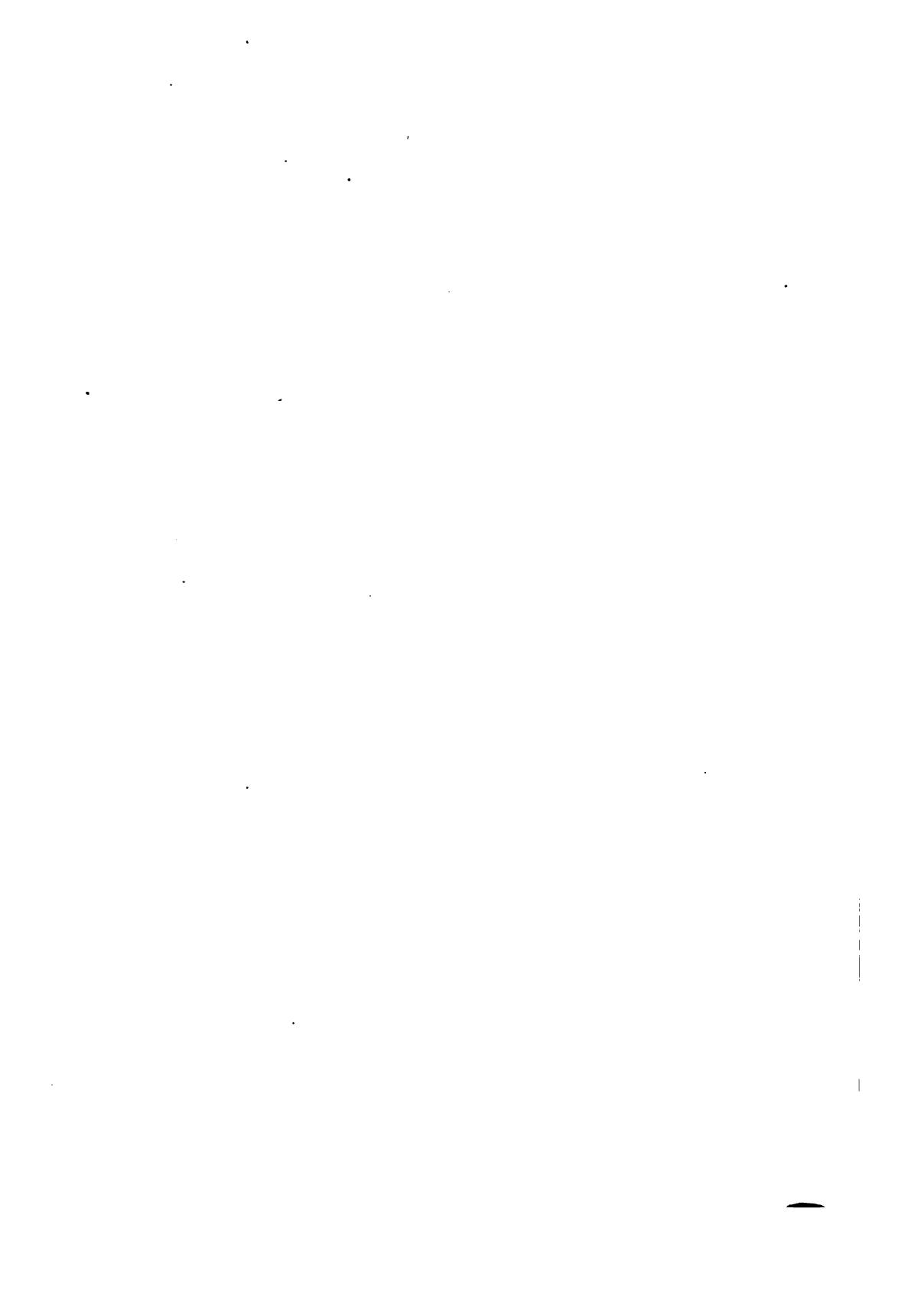
TABLES—CONTINUED.

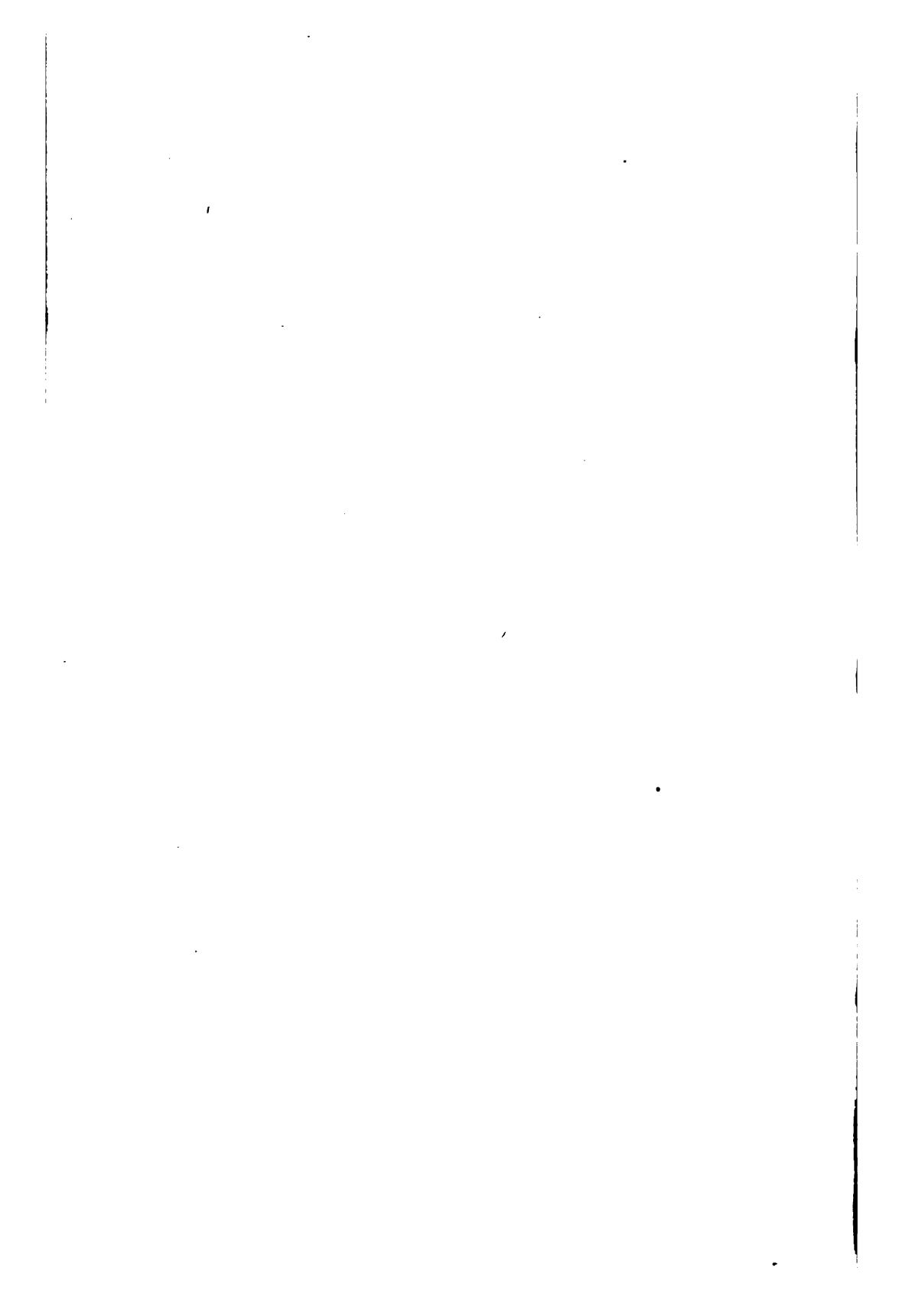
	PAGE.
No. 11, of interest and dividends compared with income	68
No. 12, of comparative table of earnings for the years ending June 30, 1880-81-82.....	69
No. 13, of comparative table of operating expenses for the years ending June 30, 1880-81-82.....	70
No. 14, of track in Iowa—miles.....	71
No. 15, of road-bed and track.....	72
No. 16, of mileage traffic	73
No. 17, of freight traffic and car mileage.....	74
No. 18, of equipment.....	75
No. 19, of bridges, cattle-guards, and crossings	76
No. 20, of tonnage classified.....	77
No. 21, of Iowa tonnage classified.....	78
No. 22, of accidents to persons.....	79
No. 23, of property accounts, charges, and credits, by which the capital and debt have been increased.....	80
No. 24, of comparative summary for the years ending June 30, 1878-79-80-81-82	82
No. 25, of grades ascending east and south.....	86
No. 26, of grades ascending west and north.....	88
 TAYLOR, J. C., complaint of against C. B. & Q.	581
TAXES—	
amount paid by railroads in Iowa.....	15
total taxes paid, see table No. 8.....	68
TELEGRAPH—	
number of offices of in stations.....	18
number of miles owned by railroads in Iowa.....	18
number of miles operated by railroads owned by Western Union	18
TERRITORIAL ASSIGNMENT—BY RAILROADS.	51
TOMLINSON, R. B., complaint of against Ill. Cent.	486
TONNAGE—	
classified.....	22
crossing the Mississippi River.....	23
crossing the Missouri River.....	23
table showing the amount that can be hauled by an engine of given power	24
table of classified	77
table of Iowa tonnage classified.....	78
TRACK IN IOWA—table of.	71
TRAIN MILEAGE—	
amount reported.....	18
table of.....	73
TRUSTEES OF RED OAK TOWNSHIP—	
complaint of against C. B. & Q.	554
 WABASH, ST. LOUIS, & PACIFIC RAILWAY—	
annual report of.....	356
complaint of N. J. Bond, against.....	451
complaint of L. H. Dalhoff Co., against.....	561
complaint of M. Davison against.....	549
WITHINGTON, H. H., complaint of against B. C. R. & N., and C. & N. W.	541
WOOD, ALFRED—complaint of against B. C. R. & N., and C., M. & St. P.	532
 YUNGELAS, J. H., complaint of against Ill. Cent.	567











293 Hopkins Ry. Lib.
Iowa - Railroad commissioners
5th Annual report. 1881/82.